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The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 17, 1888.

CURRENT TOPICS.

THE NEW RULE of court relating to the investment of cash under the control of the court (R. S. C., ord. 22, r. 17), which was recently withdrawn, has now been re-issued, with alterations, and is to come into operation on the 26th inst. It will be remembered that the power of investment given by the old order on this subject was limited to bank stock, East India stock, exchequer bills, and £2 10s. per cent. annuities, and mortgages of freehold and copyhold estates in England and Wales, besides consolidated, reduced, and new £3 per cent. annuities. The new order, as originally issued, extended the investments to Indian guaranteed railway securities, and the stocks of Colonial governments guaranteed by the Imperial Government, and provided that, under an order of a judge in person, investments might also be made in metropolitan stock, railway debenture or preference stock, stock issued under the Local Loans Act, 1875, and the National Debt and Local Loans Act, 1887, and the inscribed stock of any British colony. With regard to railway stock it required (as in the Settled Land Act, 1882, s. 21) that for the previous ten years a dividend should have been paid on the ordinary stock or shares; and, as to the inscribed stock of any British colony, it required that the price of four per cent. stock should be at least 105 at the time of investment, with a proportionate price where the rate of interest is less than four per cent. Comparing the new rule with the one recently withdrawn, it will be seen that the alterations effected are very material. In the first place, a correspondent who, on the 22nd of September last, raised a question in the columns of this journal as to the meaning of the term "Indian guaranteed railway securities," will see that his letter has not been in vain. The Rule Committee have seen their way to altering the language of the rule to "Indian guaranteed railway stocks, shares, or securities." In the next place, the necessity for an order of a judge in person for investment on Metropolitan Consolidated Stock, railway debenture, preference, &c., stock, and registered stocks or registered bonds issued under the Local Loans Act, 1875, is abolished. The power to invest in the inscribed stock of any British colony, subject to the proviso as to the price, is removed; and a proviso has been added, relating to all the British Government securities, local loans stock, bank stock, India and Colonial stocks, and Metropolitan Consolidated Stock authorized as investments, that such stocks shall not be liable to be redeemed within fifteen years from the date of the investment. As, under 23 & 24 Vict. c. 38, s. 11, trustees "having power to invest their trust funds upon Government securities or upon parliamentary stocks, funds, or securities, or any of them," may invest such trust funds in any of the stocks, funds, or securities in or upon which cash under the control of the court may from time to time be invested, the effect of the new rule of court will be to considerably increase the range of securities open to trustees.

of revising barristers under 6 Vict. c. 18 will not be heard, in all probability, before January next. It has hitherto been customary to dispose of these appeals between the fifteenth day of Michaelmas Term (so as to allow for the ten days' notice required by section 64 to run out, reckoning from the fourth day of that term, the last day for setting down the appeals under section 62) and the end of November, so that the register of voters might be printed (section 48) inclusive of the result of the appeals. It may be noted, however, that the right of voting is not to be affected pending appeal, and that, in the event of an election previous to the hearing of the appeals, respondent voters would properly exercise their right of vote (see section 69), although on the subsequent hearing of the appeals they might be found disentitled thereto.

THE PRACTICE of taking evidence before a special examiner seems at present to afford special facilities for "Many a winding bout" of legal fencing "long drawn out." But it is evident from some remarks made by Lord Justice BOWEN in the Court of Appeal on the 13th inst. that the day of retribution is at hand. The Lord Justice said that the experience he had gathered in the course of some recent cases, as to the length of time occupied in taking evidence before special examiners, filled him "with the greatest apprehension as to the practice of taking evidence before special examiners," and he expressed a hope that Lord Justice LINDLEY (who was present), "being a member of the Rule Committee, will bring the subject generally before the notice of that committee."

THE VOTE for the Supreme Court of Judicature on Tuesday last led to an attack on the system of organization, appointment, and payment of the staff of the legal offices, and the feeling of the House of Commons on the subject was so strong that Mr. W. H. SMITH undertook, on the part of the Government, that the whole question should be examined; but, in spite of this assurance, the vote was only carried by a majority of nineteen. We took occasion not long ago to refer to one branch of the question—that of the "redundant officials," and we asked why they were not recalled when there was a vacancy? The only answer we could suggest was that some high official would be deprived of the right of appointing a dependent to a junior clerkship. The high official we had in our minds was not, however, the Lord Chancellor, against whom a dead set was made in the recent debate. There are, beyond question, grave abuses to be remedied in the legal offices, but what we fear is that under pressure of the recent debate the interest of suitors may be sacrificed. The *crux* to be solved is how to accommodate the staff to work which varies in degree of pressure from time to time. If you take as your standard the average between the maximum and minimum of daily work, you will cause the gravest inconvenience whenever the work rises towards the maximum. If, on the other hand, you take the maximum of work as the standard, you necessarily have officials who at times are not wholly occupied. But suitors do not take these considerations into account, and the inevitable result of reductions in the staff below the number in reason required to cope with the maximum work will be a cry of block in the transaction of legal business, under pressure of which an inordinate increase in the staff will be granted. We by no means allege that the staff in all the legal offices is not more than sufficient in reason for even the maximum work; reductions may be properly made in some departments, but we earnestly hope that in making them due consideration will be given to the interest of suitors as well as of taxpayers. There must be a sufficient staff to meet seasons of pressure. The best thing the Government can do is to seek the advice of some of the experienced and practical legal office managers who meet every week at the Law Institution. If Mr. PENNINGTON, for instance, the financial head of the Incorporated Law Society, were given a roving commission to report upon the changes which should be made, we think we could guarantee that both tax-payers and suitors would be satisfied with the results.

ON INQUIRY at the Court Order Department of the Queen's Bench Division we are informed that the appeals from the decisions

IN THE COURSE of his elaborate judgment in *Re Faure Electric Accumulator Co.* Mr. Justice KAY had no difficulty in producing numerous *dicta* shewing that directors are only in a very limited

manner to be regarded as trustees. The use of this misleading term is, indeed, countenanced by section 165 of the Companies Act, 1862, which fixes them, in the event of a winding up, with liability for misfeasance or breach of trust, but the true principle was clearly laid down by Jessel, M.R., in *Re Forest of Dean Coal Mining Co.* (10 Ch. D. 450), where he pointed out that directors must be looked upon primarily as "commercial men managing a trading concern for the benefit of themselves and of all the other shareholders in it." There has been, indeed, a general and very proper tendency not to make directors liable in cases of merely constructive default, such as have been held sufficient against ordinary trustees. Even with regard to these, the policy of extreme rigour introduced by courts of equity is more than doubtful, and if applied in modern commercial matters it would, of course, be altogether out of place. In exempting the directors from liability for a transfer of shares sanctioned by them under circumstances of not a little difficulty, Mr. Justice KAY acted therefore upon a wise principle, and one which is now well established—the principle, namely, that directors shall only be made liable for actual misconduct or negligence. The negligence required for this purpose has been defined to be such as would make the manager of a business liable to his employers. A further point was raised as to whether the payment of commission to a broker for placing shares was *intra vires*. Under somewhat different circumstances it was held in *Lydney and Wigpool Iron Ore Co. v. Bird* (33 Ch. D. 85) that no part of the capital of a company could be properly used to pay for the issue of its own shares, and this really covers the question. But Mr. Justice KAY, in deciding that the directors were liable for this payment, preferred rather to go upon the ground that the court would not sanction anything in the nature of a bribe, and that a broker's duty was to advise his clients impartially.

WE REFERRED some weeks ago to the case of *Redhead v. Westwood* (32 SOLICITORS' JOURNAL, 605), in which Mr. Justice KAY congratulated one of the parties on the skill with which he had evaded the Bills of Sale Acts. There had been in the usual way a sale, followed by an agreement to let the property to the vendor, but there was no document referring to the first part of the transactions and nothing, therefore, for the Bills of Sale Act to invalidate. This being so, the subsequent part was allowed to be a mere arrangement for hiring and letting. This judgment was founded on that of the Court of Appeal in *North Central Wagon Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.* (35 W. R. 443, 35 Ch. D. 191), where the distinction was taken that the Acts struck only at documentary assurances of goods, and where a transaction was complete without any such assurance they would not invalidate it. It is not altogether easy to reconcile this with the previous cases of *Cochrane v. Matthews* (10 Ch. D. 80) and *Ex parte Odell* (27 W. R. 274, 10 Ch. D. 76), and we are not surprised at the recent remark of Mr. Justice WILLS that the various cases are difficult to comprehend. The question had arisen again before himself and Mr. Justice FIELD in *French v. Bombenard*, but with a result different to that arrived at by Mr. Justice KAY, the court declining to be misled by forms adopted by ingenious persons to defeat the ends of the Legislature. It is true that there was in this case a material addition—namely, a receipt for the consideration money, and by holding this to be an assurance the judgment was brought into accordance with that of the Court of Appeal in the *Central Wagon Co.'s* case; but it should be noticed that when this was recently affirmed in the House of Lords it was for somewhat different reasons, and the authority of *Ex parte Odell* and *Cochrane v. Matthews* was distinctly maintained upon the ground that the transactions in these cases were obviously transactions of loan. Of course, it will be well in practice to assume that all documents connected with a transaction, which is in fact a loan, are liable to be brought under the Bills of Sale Acts; it is, indeed, only in very special cases that the refined distinctions introduced by the Court of Appeal will be sufficient to avoid such a result.

THE JUDGMENT of Mr. Justice KAY in *Fry v. Lane* illustrates once again the restricted operation of the Act 31 Vict. c. 4 as to sales of reversions. By that Act the established doctrine of courts of equity, that such sales would be set aside merely on the ground of

undervalue, was abolished, but it left untouched jurisdiction in cases where other circumstances called for their interference. This is based upon the words of Lord HARDWICKE in *Chesterfield v. Janssen* (2 Ves. 125), where he says:—"There is always fraud presumed or inferred from the circumstances or conditions of the parties contracting—weakness on the one side, usury on the other, or extortion or advantage taken of that weakness." In *Earl of Aylesford v. Morris* (L. R. 8 Ch. 484), Lord SELBORNE, C., quoted these words, and laid it down that in the case of such a presumption arising the above statute did not apply, but that, according to the old doctrine, the *onus probandi* was thereupon thrown upon the purchaser to shew that the transaction was, in point of fact, fair and reasonable. At the same time he pointed out that the fraud necessary to raise the presumption within the words of Lord HARDWICKE did not mean actual deceit or circumvention, but merely an unconscientious use of the power arising out of the unequal circumstances of the parties. The same opinion of the effect of the statute was expressed by JESSEL, M.R., in *Beynon v. Cook* (L. R. 10 Ch. 391). The present state of the law being thus settled, the question in *Fry v. Lane* was whether the mere fact of the vendor being poor and ignorant, and without proper independent advice, was enough to throw upon the purchaser the *onus* of proving his purchase to be fair, and it was held that it was. Considering that sales even of property in possession have been set aside upon such grounds (e.g., in *Baker v. Monk*, 4 De G. J. & S. 358), there was little difficulty in arriving at this conclusion. It would, of course, be well to eliminate from the cases the technical term of fraud, and to recognize that it is upon the essential inequality between the parties that the court proceeds, an inequality which precludes any real freedom of contract, or, in the words of Sir JOHN LEACH in *Wood v. Abrey* (3 Mad. 417), prevents them from meeting "on equal terms."

MR. SMITH stated on Thursday last that the Employers' Liability Bill, which passed through Grand Committee in the House of Commons just before the August adjournment, is to be proceeded with, but its progress must be considered doubtful, after the intimation to the Home Secretary by so representative a man as Mr. BROADHURST that the working men prefer the Act of 1880 to the Bill as at present framed. However this may be, it is material to point out that the Act of 1880 expires at the end of the present year. It was first limited, by section 10, to continue till the 31st of December, 1887, but afterwards was continued until the 31st of December, 1888, by the Expiring Laws Continuance Act, 1888, having a "Part II." in the schedule of that Act all to itself, so that there might be no doubt about the matter. From the Expiring Laws Continuance Act, 1888 (51 & 52 Vict. c. 38), however, which passed on the 13th of August, it is "conspicuous by its absence." Therefore, unless the old law of *Priestly v. Fowler* (3 M. & W. 1) is to come into operation again, either the Bill before the House must be passed, or a special Continuance Act will have to be passed.

IN MR. JUSTICE NORTH'S court, on Saturday last, an application was made on behalf of a respondent for the costs of an abandoned motion, under the following circumstances. The notice of motion was given on the 11th of August for Friday, the 26th of October, before Mr. Justice NORTH. It turned out that that day was not a motion day in that court, motions having been taken on the 25th of October, and the next motion day being the 2nd of November. Friday, however, is the usual day for motions in that court, and in the authorized paper of the Michaelmas Sittings it was stated that Friday, the 26th of October, would be a motion day in the courts of Mr. Justice KAY, Mr. Justice CHITTY, and Mr. Justice STIRLING. It was stated that Wednesday, the 24th of October, would be a motion day in Mr. Justice NORTH'S court, but the learned judge did not sit on that day. Mr. Justice NORTH held that the applicant was entitled to the costs.

In replying at the Mansion House to the toast, "The Judges and the Bar of England," the Master of the Rolls said that, with respect to judges being diverted from their ordinary duties, he desired to give one caution, and he would put it in the form of an epigram, that it might be the more easily remembered. "If you will induce your pretty housemaid to play lawn tennis you must not expect the drawing-room to be well dusted."

THE RIGHT OF A RAILWAY COMPANY TO REMOVE A PASSENGER FROM THEIR CARRIAGE.

THE recent case of *Butler v. Manchester, Sheffield, and Lincolnshire Railway Co.* (36 W. R. 726, 21 Q. B. D. 207) raised a point of great importance to railway companies and their passengers. The question involved was as to the right of a railway company to remove from their carriage a passenger who fails to produce a ticket when required to do so. In the case in question the plaintiff had duly paid his fare and received a ticket, which he had lost. The ticket incorporated the bye-laws and regulations contained in the company's time-tables, one of which provided that a passenger should produce his ticket when required, and, on failing to do so, should pay the fare from the station whence the train originally started. The plaintiff declined to do this, and thereupon the company's servants forcibly removed him from the carriage in which he was travelling, using, however, no more force than was necessary for his removal. He sued the company for assault. The Court of Appeal has held that the defendants were not justified in removing the plaintiff from their carriage, and therefore that the action was maintainable. We are not prepared to express any opinion whether this conclusion was correct or not, but in any case the reasoning of the judgments given by the Court of Appeal hardly appears to us to be absolutely satisfactory, and we do not think that the law on the subject can be considered to be fully worked out at present.

The well-known decision in *Wood v. Leadbitter* (13 M. & W. 838) was cited for the company, but the Master of the Rolls appears to have declined to treat the doctrine of that case as at all applicable, declaring that its application to the case of a contract for carriage by a railway company was ridiculous, and the other members of the court substantially agreed with this view. With all respect to so eminent a judge, we cannot altogether see the absurdity of this application of the doctrine. It may be that the doctrine of law by which different effects and qualities are attributed to an instrument under seal from those attributable to one in writing not under seal in itself savours of absurdity at the present day. We are inclined to think it does. It may be that the doctrine by which an incorporeal right or easement or licence, or whatever it may be called, over land, for however short a period, or however temporary its nature, can, as a rule, only be granted irrevocably by deed, savours still more of absurdity at the present day. We are inclined to think that may possibly be so. But we find some difficulty in perceiving why this doctrine is, in point of principle, so much more absurd as applied to the case of a licence or grant of the right to be in a railway carriage on a railway line than as applied to the case of a holder of a ticket for a stand or inclosure at a racecourse, and, even if the result of the application would, in the particular instance, be more absurd, that does not render the doctrine inapplicable unless some distinction in principle can be established. In the one case, no doubt, it is contemplated that the grantee of the licence shall be moved on the land of the grantor from one place to another for a distance longer or shorter—in the other, not; but we cannot perceive that that circumstance *per se* affords ground for any valid distinction.

The Master of the Rolls ridicules the notion that a railway passenger can be said to have an easement. It appears to us as ridiculous to say that the holder of a ticket for a race stand has an easement. The doctrine of *Wood v. Leadbitter* does not turn on whether the term "easement" is appropriately applicable. It seems to us hardly a sound or legitimate way of dealing with the law, merely because a certain doctrine of the common law appears antiquated and absurd at the present day, to say arbitrarily that it does not apply in a particular instance, such doctrine having been applied by previous decisions admitted to be binding, to cases which *prima facie* do not appear distinguishable in point of principle. A very great difference in concrete circumstances does not necessarily imply any true distinction in principle. We may, perhaps, doubt whether *Wood v. Leadbitter* would have been decided as it was at the present day; but simply to refuse to consider it whenever its application is repugnant in the particular instance seems to us calculated to render the law confused and contradictory. We are not very sorry, we must confess, that the Court of Appeal came to the conclusion that the principle of *Wood v. Leadbitter* did not apply, except so far as it may make the law

inconsistent and contradictory, and we hope that some valid distinction may ultimately be found to exist; but we do not think that the judgments were very successful in working one out. So far as we are able to understand the judgments in the case we are discussing, we cannot help doubting whether they do not to some extent involve a *petitio principii* on more than one point. Unless some special principle applies to the case of the passengers of common carriers of passengers in public carriages, or to those of railway companies—as to which more presently—the plaintiff, in order to succeed, had to shew that the defendants had in some way, either expressly or impliedly, granted or conveyed to him *in specie* the right to be in a carriage of theirs, or, what comes to the same thing, that they had irrevocably licensed him to be in a carriage of theirs. It was not sufficient for him to shew that it was a breach of contract to turn him out, the action being one for assault. Unless a contract amounts to or includes a grant or transfer of an interest, it gives no right to anything *in specie*, but only to damages for breach of the contract. We use the term "*in specie*," though perhaps it may be hardly appropriate to an incorporeal right. It will, however, sufficiently indicate a specific right or interest as opposed to a mere right to damages for breach of contract. Dealing with the question on the ordinary principles applicable to contracts and grants or licences incidental thereto, and apart from any special considerations affecting railway companies or other common carriers of passengers, it seems to us that the questions in the case must be, whether it was part of the contract which the company must be taken to have intended to make with the passenger that he should have a right *in specie* to be in a carriage of theirs, and, if so, whether such a right could be granted without a seal? With great respect we are disposed to think that the Court of Appeal rather begged both these questions than answered them. They seem rather to assume than to prove that, if the plaintiff was lawfully in the carriage originally, and the defendants were still under contract to carry him, his right was made out. They do not seem to us to deal sufficiently with the distinction between the mere contractual right to be carried and the right *in specie* to be in a particular carriage which was the property and in the possession of the company against the will of the company and after their licence was withdrawn. In the above discussion we have spoken of the grant of the right to be in the carriage. We are aware that in many of the authorities the terms "licence" and "irrevocable licence" are the terms used in relation to such a subject-matter, but it seems to us, as we have already indicated, that the term "irrevocable licence" as applied to such a subject-matter really is identical in effect with "grant."

Apart from, and antecedently to, the question as to the necessity for a seal, must arise the question whether, as a matter of intention to be implied from the contract, or by way of licence implied by law as incident to the contract, there was a grant to the plaintiff of a right or an irrevocable licence to be in the carriage; and that, in itself, seems to us a question of no little difficulty. It has occurred to us, with regard to the question as to the necessity for a seal, that possibly by a bit of a stretch the doctrine of *Wood v. Manley* (11 Ad. & E. 34), by which a parol licence to go on land is irrevocable where incident to a sale of chattels, might be applicable. On consideration, we can hardly see how this could be so consistently with *Wood v. Leadbitter*. It appears to us just possible that, when the matter comes to be threshed out, some special doctrine of law may be evolved with regard to the rights of the passenger in relation to public carriages belonging to common carriers of passengers on highways, or to those of railway companies as such carriers enjoying a statutory monopoly for statutory purposes in which the public are interested. We only throw this out by way of suggestion. We do not for a moment assert that there is any such doctrine, nor are we, off-hand, prepared to say whether any trace of such a doctrine can be found in existing authorities. Probably this kind of question would rarely arise in the days before railways. We imagine that our judges in olden days, if it had been necessary, would have been quite equal to originating and working out a common law doctrine of that sort with the necessary limitations. It seems to be clear law that a common carrier of passengers is under an obligation to carry, but this would not *per se* shew any right *in specie* in a member of the public to be in his carriage. It may be observed that the *Six Carpenters' case* appears to be some authority for the proposition that in the case of a common inn the law gives

an authority to enter to a member of the public, for the ground of the judgment seems rather to have been that mere nonfeasance cannot make a man a trespasser *ab initio* than that the authority to enter was one given by the party, not by the law. Of course, if there were any such special doctrine as we are suggesting, *Wood v. Leadbitter* would become inapplicable altogether, as the case would no longer turn on the ordinary principles relating to grants or licences incident to a contract. The Court of Appeal do not, so far as we understand their judgment, appear to rely on any special doctrine of that sort. Assuming, as the court seems to us to have assumed, that the plaintiff had, by the contract, obtained the right to be in the defendants' carriage, the case simply resolved itself into the question whether, by the terms of the contract, that right had been determined. We think there was a good deal to be said on both sides, but, with regard to this point, the judgment, whether right or wrong, proceeded on much more distinct and satisfactory grounds. It is clear that the bye-law contained no express provision determining the plaintiff's right to be in the carriage. It is not enough, in order to give rise to the implication of a term in a contract, to shew that such a term might be very appropriate or reasonable, or even that there will be much difficulty practically in giving full effect to the contract without such a term. The party to a contract must, as a rule, take care that it expressly contains the terms necessary for the protection of his own interests. A term can only be implied where it is so obviously necessary that a court can come to the conclusion that both parties must or ought to have contemplated it. Now it is perhaps difficult to say that the plaintiff must, or ought to have, contemplated that, if he did not shew his ticket, he would be subject to removal from the carriage, though we do not feel quite sure of that, having regard to the obvious exigencies of the case and the conditions under which a railway company carries on business.

ARBITRATION CLAUSES.

I.

In several recent cases agreements for referring disputes to arbitration have come under consideration with reference to their operation in justifying adverse proceedings to be stayed under section 11 of the Common Law Procedure Act, 1854, and, incidentally, with reference to the power of one of the parties to revoke the authority of the arbitrator. We may, therefore, be doing some service to our readers by noticing shortly the law as to these matters. It will be understood that we are not dealing with submissions to arbitration in a pending action.

Independently of statutes, the law may be shortly stated as follows:—

1. An agreement for submission to arbitration does not oust courts of law or equity of their jurisdiction: *Thompson v. Charnock* (8 T. R. 139) and see 6 Ves. 820, and 15 Ves. 18, *Scott v. Avery* (4 W. R. 746, 5 H. L. Cas. 811). Nevertheless, as shewn by the last-mentioned case, an agreement for submission to arbitration may be such as to make compliance therewith a condition precedent to the right to bring an action: see also *Horton v. Sayer* (7 W. R. 735, 4 H. & N. 643), *Dawson v. Fitzgerald* (on appeal, 24 W. R. 773, 1 Ex. D. 257). But it is not necessary here to pursue the distinction.

2. The authority of the arbitrator may be revoked by either party before the award is made, but the party revoking, if the submission is made the condition of a bond, forfeits his bond (*Vynior's case*, 8 Co. Rep. 81 b; and see Lord Ellenborough's judgment in *Milne v. Gratrix*, 7 East, 611), and in any case, whether the agreement is by deed or otherwise, is liable to an action for damages: *Livingston v. Ralli* (3 W. R. 488, 5 Ell. & Bl. 132). In this case the court doubted whether it was true, as had been said by Lord Eldon (in *Street v. Rigby*, 6 Ves. 815), that the damages must necessarily be nominal. The recovery of nominal damages may be prevented, however, as pointed out by Lord Eldon, by a stipulation for payment of a sum as liquidated damages. In *Re Rouse and Meier* (19 W. R. 438, at p. 439, L. R. 6 C. P. 212, at p. 217) Willes, J., said: "Before the passing of 9 & 10 Will. 3, c. 15, it was competent to either party to a reference to revoke his submission; and it was not competent to either to make the submission irrevocable, any more than it was competent to him to

make irrevocable an appointment of an ordinary agent without an interest; . . . for as is said in *Vynior's case* (8 Co. Rep. 82), 'my act or my words cannot alter the judgment of the law to make that irrevocable which is of its own nature revocable.' That law as to arbitrations was never questioned." Willes, J., in speaking of the power generally to revoke the submission, must be taken to have meant the submission of a particular dispute to a named arbitrator, not of a submission to refer generally: it seems clear that it is only to this extent that a submission or agreement to refer is revocable by either party: *Piercy v. Young* (on appeal, 28 W. R. 845, 14 Ch. D. 200), where Jessel, M.R., said: "We are all clearly of opinion that a general agreement to refer matters in dispute to arbitration cannot be revoked." See also by Mellish, L.J., in *Randell v. Thompson* (24 W. R. 837, 1 Q. B. D. 748). In *Piercy v. Young* no arbitrator was named. In *Deutsche Springstoff Actien Gesellschaft v. Briscoe* (36 W. R. 557, 20 Q. B. D. 177) there was a general agreement to refer differences which might arise to named arbitrators or their umpire, and, differences having arisen, the plaintiffs revoked the authority of the arbitrators, and the revocation was held good as to the particular dispute.

3. An action does not lie to enforce specific performance of an agreement for submission to arbitration: *Agar v. Macklow* (2 S. & S. 418).

4. An award duly made is conclusive between the parties upon the matters submitted to reference.

The statement of the law here given is only meant to be sufficient for leading up to the statutes and the cases to be noticed. The enactments particularly affecting the subject are 9 (or 9 & 10) Will. 3, c. 15, s. 1; 3 & 4 Will. 4, c. 42 (Baron Parke's Act), s. 39; and 17 & 18 Vict. c. 125 (the Common Law Procedure Act, 1854), ss. 11, 17. The effect of the enactments, shortly stated, is as follows:—

The Act of William III. enables an agreement for submission to arbitration to be made a rule of court where this is authorized by the agreement, and when the agreement has been made a rule of court it becomes obligatory to perform the award under pain of punishment for contempt of court.

The Act of William IV. makes the authority of an arbitrator or umpire appointed by or in pursuance of a submission to arbitration containing a stipulation that such submission shall be made a rule of any of her Majesty's courts of record irrevocable by any party to the reference without leave of the court by which the rule is made or mentioned in the submission, or by leave of a judge, and enables the court or judge to enlarge the time for making the award.

The Act of Victoria, by section 11, authorizes the court in which an action is brought in respect of matters made the subject of an agreement by deed or writing for reference to arbitration, upon being satisfied that no reason exists why such matters cannot or ought not to be so referred, and that the defendant is willing to concur in all necessary acts, to stay proceedings; and, by section 17, every agreement or submission to arbitration by deed or writing may be made a rule of court, unless such deed or writing contain words purporting that the parties intend that it should not be made a rule of court.

Upon the Act of William III. it was held that before the submission was made a rule of court under that Act the authority of the arbitrator might be revoked by one of the parties: *Milne v. Gratrix* (7 East, 608), *King v. Joseph* (5 Taunt. 452). Even after the submission was made a rule of court it might be so revoked. Willes, J., in *Re Rouse and Meier* (*supra*) said:—"It was held over and over again before the passing of Baron Parke's Act that it was competent to either party to revoke the submission, even though the submission had been made a rule of court, before an award had been made. If the revocation was after the agreement had been made a rule of court, the party revoking was guilty of a contempt, and was liable to be attached."

NEW ORDERS, &c.

RULE OF THE SUPREME COURT, NOVEMBER, 1888.
ORDER XXII., RULE 17.

Rule 1 of the Rules of the Supreme Court, August, 1888, is hereby annulled (except so far as it annulled Order XXII., Rule

17, of the Rules of the Supreme Court, 1883), and the following Rule shall stand in lieu thereof:—

1. Cash under the control of or subject to the order of the Court may be invested in the following stocks, funds, or securities; namely,

Two and Three-quarters per Cent. Consolidated Stock (to be called after the 5th of April, 1903, Two and a Half per Cent. Consolidated Stock):

Consolidated Three Pounds per Cent. Annuities:

Reduced Three Pounds per Cent. Annuities:

Two Pounds Fifteen Shillings per Cent. Annuities:

Two Pounds Ten Shillings per Cent. Annuities:

Local Loans Stock under the National Debt and Local Loans Act, 1887:

Exchequer Bills:

Bank Stock:

India Three and a Half per Cent. Stock:

India Three per Cent. Stock:

Indian guaranteed railway stocks, shares, or annuities:

Stocks of Colonial Governments guaranteed by the Imperial Government:

provided that in each case such stock, shares, or annuities shall not be liable to be redeemed within a period of fifteen years from the date of investment.

Mortgage of freehold and copyhold estates respectively in England and Wales:

Metropolitan Consolidated Stock, Three Pounds Ten Shillings per Cent.:

Three per Cent. Metropolitan Consolidated Stock:

provided that in each case such stock shall not be liable to be redeemed within a period of fifteen years from the date of investment.

Debenture, preference, guaranteed, or rentcharge stocks of railways in Great Britain or Ireland having for ten years next before the date of investment paid a dividend on ordinary stock or shares:

Registered stocks or registered bonds issued under the Local Loans Act, 1875, provided in each case that such stocks or bonds shall not be liable to be redeemed within a period of fifteen years from the date of investment:

This Rule shall come into operation on the 26th of November, 1888, and may be cited as the Rule of the Supreme Court, November, 1888, or may be cited according to the heading thereof, with reference to the Rules of the Supreme Court, 1883.

(Signed)

HALESBURY, C.

COLERIDGE, C.J.

ESHER, M.R.

NATH. LINDLEY, L.J.

EDW. FRY, L.J.

C. E. POLLOCK, B.

H. MANISY, J.

November 14, 1888.

REVIEWS.

THE COUNTY COURTS ACT, 1888.

THE COUNTY COURTS ACT, 1888, WITH INTRODUCTION, TABULAR INDICES TO CONSOLIDATED LEGISLATION, NOTES, AND AN INDEX TO THE ACT. By G. PITT-LEWIS, Q.C., M.P., Recorder of Poole. Stevens & Sons.

Mr. Pitt-Lewis has produced, in a very compendious form, an annotated edition of the new County Courts Act. In a practical introduction he indicates the most important changes in the law effected by the new Act, and also gives, in a few words, the effect of the various statutory provisions governing the constitution, officers, jurisdiction, and procedure of the county courts. He also gives two tabular indices, which seem to have been prepared with great care. Table No. I. is a tabular index to the County Courts Act, 1888, shewing previous (and repealed) enactments on the same subject. Table No. II. is a tabular index to the previous County Courts Acts, which the new Act consolidates and incorporates, with references to the corresponding sections of the County Courts Act, 1888. By aid of this table anyone will be able to note up, without difficulty, earlier editions of existing county court treatises which would otherwise become obsolete. The notes appended by the editor to the various sections of the new Act are not merely explanatory, but also contain useful and copious references to decisions, the existing County

Courts Rules, and to the editor's well-known County Court Practice. A full index, occupying more than twenty pages, is given at the end of the volume.

STATUTES.

THE PRACTICAL STATUTES OF THE SESSION 1888 (51 & 52 VICT.); WITH INTRODUCTIONS, NOTES, AND INDEX. PART I. Edited by WILLIAM PATERSON, Judge of County Courts, and JAMES SUTHERLAND COTTON, Barrister-at-Law. London: Horace Cox.

This volume continues a useful edition of the statutes which has now been before the profession for nearly forty years. Owing to the postponement of several Bills till the Autumn Session, the editors have decided to divide the statutes of the present year into two parts, and the first issue comprises all the practical statutes already passed. In general design the present volume is similar to its predecessors; its main feature is a reproduction of the text of the important Acts in clear and portable form, together with such notes as will facilitate their construction without increasing too considerably the size of the book. Upon the preparation of these much care has been bestowed, and in some instances the task of the editors has been by no means an easy one. A good example of the manner in which it has been executed will be found in connection with the County Courts Act, where the greatest care has been devoted to shewing what changes have been introduced, and to giving references to the enactments which are now reproduced and consolidated. Explanatory notes are given in relation to the County Electors Act, the Hawkers' Act, the Copyright (Musical Compositions) Act, and other statutes, and with regard to the Local Government Act, which takes up a considerable part of the book, assistance is given in the way of cross-references, and references to previous Acts. The present volume is supplied with a copious index, but the various details as to local and personal Acts, and other matters which are usually included at the end, will be given with Part II., which will include the rest of the statutes of the year.

CORRESPONDENCE.

THE CITY LAW LIBRARY.

[To the Editor of the Solicitors' Journal.]

Sir,—My attention having been called to the letter of "A City Solicitor" in a recent issue, I shall be glad if you will allow me to make one or two comments thereon. It was found that amongst the many supporters of my proposition to establish a law society in the City at least half were members of the Incorporated Law Society; and my committee, having regard to that fact, and on the representation that the institution of a City society might result in the withdrawal of such members from the Incorporated Law Society as regarded its library as its chief, or only attraction, decided to represent the facts to the Council. This was accordingly done, and a sub-committee appointed to consider the matter, with the result that the council decided against the course proposed.

With a view to avoid any charge of antagonism to the Law Society, the project for a City society was abandoned, and the scheme confined simply to a library, as now instituted.

I am happy to state that this library is a distinct success, and am still not without hope that the support accorded to it will be such that the council will be persuaded to reverse its decision and affiliate the undertaking.

HERBERT M. LOW¹

Secretary City Law Library.

Abchurch-lane, London, E.C., Nov. 12.

THE FINAL EXAMINATION.

[To the Editor of the Solicitors' Journal.]

Sir,—I came across the Criminal Law paper set for the solicitors' final examination on the 7th inst., and here is one of the questions asked:—"(1) A cheque on a banker is fully drawn, but not signed, and the cheque is refused payment by the banker"—(then follow cases (2) and (3))—"Can the offender in any or all of the three above-mentioned cases be convicted for forgery? and state reasons as to each case."

Now, sir, this is one of the most remarkable questions I have ever read. It assumes that in the instance given there is an "offender." I should like to know who the offender is supposed to be. It cannot be the banker. Neither can it be assumed to be the person who drew the cheque, as it nowhere states that the rightful owner did not draw it and forget to sign his name. Neither can it be the person who presented the cheque for payment, as no question of forgery can arise out of the mere presentment of a cheque. I am at a loss to see what the offence is, and where is the offender. Surely in a lawyers' final examination some slight regard to precision should be

paid by the gentleman responsible for the question. How can a student be expected to accurately answer a very inaccurate question?
Nov. 12. W. F. B.

A SUGGESTION FOR THE "LAW LIST."

[To the Editor of the Solicitors' Journal.]

Sir,—May I ask you to find space in your widely-read columns for the following few remarks?

All solicitors who wish their names to appear in the *Law List* for 1889 are now busy in renewing and taking out their certificates of practice, and I, therefore, at this seasonable time, take the opportunity of asking such of them as are readers of your journal, how it is that, where an articled clerk obtains a certificate of honour in his final examination, a notification of the fact never appears in the *Law List*, whereas the words "Certificate of Honour," &c., invariably appear after the name of a successful bar student?

Surely the answer is to be found in the one word "indifference." Let solicitors, therefore, remember that "Slumbering neglect is injury."

WALTER PARROTT.

16, Theobald's-road, Gray's-inn.

COUNTY COURT COSTS.

[To the Editor of the Solicitors' Journal.]

Sir,—A. sues B. in the High Court to recover the sum of £45 for goods sold and delivered. B., by his defence, admits the claim, but counter-claims for £160 damages for breach of contract. At the trial A. obtains judgment on his claim and the counter-claim of B., with costs. Is A. entitled to only costs of claim and counter-claim on the county court scale, or county courts costs up to the statement of defence in which B. admits his liability, and costs on the High Court scale in respect of B.'s counter-claim? Can any of your readers give any information on the point, and refer me to decided cases, as I cannot find any?

LEX.

Nov. 12.

CASES OF THE WEEK.*

Court of Appeal.

Re *MILLS' TRUSTS*—No. 2, 9th November.

TRUST ESTATE—DEVOLUTION—COPYHOLDS—DEATH OF SOLE SURVIVING TRUSTEE—DEATH BETWEEN 31st OF DECEMBER, 1881, AND 16th OF SEPTEMBER, 1887—CONVEYANCING ACT, 1881, s. 30—COPYHOLD ACT, 1887, s. 45—VESTING ORDER—WILFUL REFUSAL OF TRUSTEE TO CONVEY—TRUSTEE ACT, 1852, s. 2.

This was an appeal from a decision of North, J. (32 SOLICITORS' JOURNAL, 128, 36 W. R. 393, 37 Ch. D. 312), the question raised being as to the effect of section 45 of the Copyhold Act, 1887, upon the operation of section 30 of the Conveyancing Act, 1881, as regards the devolution of copyholds on the death of a sole trustee. Section 30 of the Conveyancing Act, 1881, provides, by sub-section 1, that, where an estate of inheritance in any tenements or hereditaments "is vested on any trust, or by way of mortgage, in any person solely, the same shall, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives or representative from time to time, in like manner as if the same were a chattel real vesting in them or him." And, by sub-section 3, the section "applies only in cases of death after the commencement of this Act." Section 1 provides that the Act shall commence and take effect from and immediately after the 31st of December, 1881. The Copyhold Act, 1887, which came into operation on the 16th of September, 1887, provides, by section 45, that section 30 of the Conveyancing Act, 1881, "shall not apply to land of copyhold or customary tenure vested in the tenant on the court rolls of any manor upon any trust or by way of mortgage." In the present case a sole surviving trustee of copyholds, who had not been admitted tenant on the court rolls of the manor, died in 1884. Prior to the passing of the Copyhold Act, 1887, his executors had in no way dealt with the property. This was a petition under the Trustee Acts, by a person who claimed to be entitled to the whole beneficial interest in the property, for an order vesting the property in him, without any surrender or admittance in respect thereof, on the ground that the executors of the last surviving trustee had, within the meaning of section 2 of the Trustee Extension Act, 1852, "wilfully refused" to surrender the property to him for twenty-eight days after a demand made by him for that purpose. The executors had declined to surrender the property to the petitioner, on the ground that it was doubtful whether he was entitled to the whole beneficial interest in the property. North, J., held that the effect of section 45 of the Act of 1887 was to divest the legal estate in the copyholds, which, under section 30 of the prior Act, had vested in the executors of the surviving trustee, and to vest it in that trustee's customary heir or devisee, though, if the executors had dealt with the property before the passing of the late Act, they could have made a good title to it. North, J., therefore, declined to make any order on the petition.

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision, but without expressing any opinion as to the effect of section 45 of the Copyhold Act. COTTON, L.J., said that he was always reluctant to decide a point which had been argued only on one side. But it was not necessary to decide the point now, for the court had no jurisdiction to make a vesting order unless there had been a "wilful refusal" by the executors to surrender to the petitioner. In his lordship's opinion there had been no "wilful refusal," for there was a *bona fide* doubt as to the title of the petitioner. Section 2 of the Trustee Extension Act was only intended to apply to clear cases. LINDLEY, and BOWEN, L.JJ., concurred.—COUNSEL, *Leatt*; *Willis-Bund*. SOLICITORS, *S. D. Ashby & Compton*.

AMERICAN BRAIDED WIRE CO. v. THOMSON—No. 2, 14th November.

PATENT—INFRINGEMENT—INQUIRY AS TO DAMAGES—JURY—JURISDICTION.

This action was brought in the Chancery Division to restrain infringement of a patent and for damages. Kekewich, J., decided in favour of the defendants, on the ground that the patent was invalid. The Court of Appeal reversed the decision, and found that the patent had been infringed, and directed that an inquiry as to damages should be taken before the judge in chambers. The plaintiffs afterwards applied to Kekewich, J., that the question of damages might be tried by a jury, and that the action might be transferred to the Queen's Bench Division for the purpose of the trial. Kekewich, J., was of opinion that he had no jurisdiction to make such an order. The plaintiffs appealed, and on the appeal coming on for hearing the court suggested that the best course would be to refer the inquiry as to damages to an official referee. The appeal stood over in order that it might be ascertained whether the parties could agree upon that course. It was now stated that the parties had agreed to adopt the suggestion. The respondents' counsel asked for the costs of the abortive appeal.

THE COURT (COTTON and LINDLEY, L.JJ.) held that the respondents were entitled to the costs. COTTON, L.J., said that this court, when the appeal was originally before it, directed that the inquiry as to damages should be taken before the judge in chambers. If the appellants had desired that the question should be tried by a judge with a jury or referred to an official referee, they should then have said so, and applied to this court for the necessary order at that time. Instead of doing that they applied to Kekewich, J., for an order, and that was a wrong step. His lordship would not now express any opinion whether the court had or had not jurisdiction to order such a question as the present to be tried by a judge with a jury. LINDLEY, L.J., concurred.—COUNSEL, *Aston*, Q.C., and *W. N. Lawson*; *Moulton*, Q.C., and *Roger W. Wallace*. SOLICITORS, *Burn & Berridge*; *Ward, Mills, & Co.*

RESULTS OF APPEALS.

COURT OF APPEAL No. 2.

Nov. 13.—*Re Anglo-Indian and Colonial Industrial and Commercial Institution*, *Gray's case* (Weekly Notes, 1888, p. 137).—Decision affirmed.

High Court—Chancery Division.

HITCHINS v. MORRISSON—Kay, J., 12th November.

WILL—CONSTRUCTION—"WIFE"—DIVORCE.

This case, which was occasioned by the decision of Fry, J., in *Bullmore v. Wynter* (31 W. R. 396, 22 Ch. D. 619), raised the question whether a wife, who has been divorced from her husband, becomes entitled on his death to take the benefit of a bequest as his "wife." A testator had left his residuary estate in trust for his sons and daughters; as for the share of each son, in trust to pay him the income for his life, and from and after his decease in trust to permit "any wife of such son to receive the annual income of his share during the life of such wife." One of the testator's sons married. He afterwards petitioned for a divorce, and a decree absolute was pronounced declaring the marriage to be dissolved. The son having died, a summons was issued to determine the above question. Counsel for the divorced wife merely referred to the case of *Bullmore v. Wynter*, and left the case in the hands of the court.

KAY, J., said that he did not feel a moment's hesitation about the case. The gift was clearly intended for the son's widow, for it was to take effect only on his death. It was not, therefore, equivalent to a gift to any wife of the son, but was for the person who, at the son's death, had the status and position of his wife. At his death there was no such person. This lady was no longer his wife, and he might have married again and left a widow who would unquestionably be entitled. The case of *Bullmore v. Wynter* had been referred to—a case which he should certainly have himself decided otherwise, nor could he understand the reasons for the decision. The circumstances there were very analogous to those of the present case, and it was held that the divorced husband of the deceased was entitled to a life interest. There the husband was the petitioner and the wife was the guilty party, and it may be that the judge's mind was somewhat biased thereby in his favour. But the judge there certainly did also consider the possibility of the wife having married again, and having left a husband who could have claimed the life interest. This was no mere contingency, as the learned judge was reported to have said, but was the mode by which the claimant in that case could be shown to be not really the husband of the deceased at her death. In the present case, the words of the gift not being identical with those in *Bullmore v. Wynter*, he was not bound to follow that decision, and he, therefore, held without hesitation that the divorced wife was not entitled.—COUNSEL, *Millar*, Q.C., and *Willis Bund*; *Vernon R. Smith* and *A. J. Spencer*. SOLICITORS, *Booby & Bayliffe*; *H. J. Skinner*.

Re THE FAURE ELECTRIC ACCUMULATOR CO. (LIM)—Kay, J., 3rd, 5th, 6th, and 13th November.

COMPANY—DIRECTOR—MISFEASANCE—TRANSFER OF SHARES—APPROVAL OF TRANSFEREE—ISSUE OF SHARES—BROKERAGE PAID FOR PLACING SHARES—LIABILITY OF DIRECTORS TO REFUND.

This was a summons taken out by the liquidator of the company with the object of making the late directors of the company liable for breach of trust and misfeasance. In 1882 the shares of the company were unsaleable at par, and the directors, acting on the advice of their solicitor, accepted the offer of a stockbroker to place about 20,000 shares, subject to the usual brokerage of 2s. 6d. a share to himself. He placed the shares and the directors received about £40,000 from the allottee—i.e., the full amount paid up on the shares; they paid the brokerage to the broker and the liquidator now wished to recover this. The memorandum of association provided for the purchase of patents and carrying on the business connected therewith, and doing "all such other things as the company may deem incidental or conducive to the attainment of any of the aforesaid objects of the company." The memorandum did not include the issue of shares amongst the objects of the company. By the articles the directors were authorized to pay the necessary expenses of and incident to the promotion, formation, and registration of the company, and all other preliminary expenses of the company. The shares were to be issued at par or at a premium, but not at a discount. The allottee was a person of undoubted substance, but he transferred 18,500 of his shares to S. Philippart, and this transfer was registered. On this point the articles provided that no transfer of shares not being fully paid up should be registered until the transferee had been approved by the directors. Philippart subsequently failed, and was unable to pay a call, so that his shares were forfeited. The liquidator alleged that the directors had exercised no discretion with regard to this transfer, and that they knew at the time that Philippart was insolvent, and he claimed damages against them. The debts of the company had been paid, but some of the expenses of the liquidation had to be provided for. The whole of the capital had not been called up.

KAY, J., said that, in his opinion, the directors had exercised their discretion and approved of the transferee. The transfer was much to be regretted, but the court could not, looking at the position of the directors at the time, say that it was so improper as to make them liable for the result. At most it was an error of judgment, and not sufficient to have this effect. As to the brokerage, payment of a commission for placing shares was not payment for work done; it was a bonus for persuading somebody to take shares. He could not help suspecting that the allottee would benefit by the brokerage. There was no evidence of it, but such a thing was possible; and brokerage might partake of the nature of a bribe. Therefore the directors who had allowed the payment of brokerage must repay the amount with interest at four per cent., and that part of the summons would be allowed, with costs, and the other claims dismissed, with costs.—COUNSEL, *Sir H. Davey, Q.C., and Grosvenor Woods; Ince, Q.C., Buckley, Q.C., and Woodroffe; J. Henderson and Merrick. SOLICITORS, Snell, Son, & Greenip; Campbell, Reeves, & Hooper; Merrick & Co.*

FRY v. LANE; WHITTET v. BUSH—Kay, J., 8th November.

REVERSION, SALE OF—UNCONSCIONABLE BARGAIN—POOR AND IGNORANT MAN—DISTRESS—INDEPENDENT ADVICE—UNDERVALUE—PREMIUMS ON LIFE INSURANCE—DELAY AND ACQUIESCENCE—31 Vict. c. 4.

The first action was brought to set aside a sale of a reversionary interest under a will on the ground that it had been made at an undervalue; the second action was brought by the assignee for value of other reversionary shares under the same will for administration of the testator's estate, and was resisted on the same ground. The legatees were poor persons in a humble position, one of them, a defendant in the second action, being a workman in the employ of the plaintiff in the first action. One of the sales, the subject of the second action, was by auction, but the same solicitor acted for all parties. It was proved that an inadequate price was given.

KAY, J., said that before the Act 31 Vict. c. 4 the court would relieve against sales of reversions on the ground of undervalue alone. The *onus* then lay on the purchaser to shew that he had given the fair value. By the Act purchases made *bonâ fide* and without fraud or unfair dealing were not to be set aside merely on the ground of undervalue; but that had not altered the *onus probandi* where the circumstances raised a presumption of fraud. The result of the decisions was that where a purchase was made from a poor and ignorant man at a considerable undervalue, the vendor having no independent advice, a court of equity would set aside the transaction. Here undervalue was proved, and the vendors were not on equal terms with the purchasers and had no independent advice. The vendors were not even informed that a legacy, to which their interests were subject, had been satisfied before the sale. Delay and acquiescence had been suggested, but it had been held that in such cases the state of distress was presumed to continue till the reversion fell into possession. No moral fraud had been shewn, but the transactions amounted to unfair dealing within the Act and according to the technical doctrine of courts of equity, and must be set aside. The funds in court must be distributed amongst the legatees, subject to costs, and to the repayment to the purchasers of the sums actually paid by them, but not life insurance premiums.—COUNSEL, *Sidney Woolf and P. H. Clifford; Neville, Q.C., and R. C. Dobbs; Renshaw, Q.C., and E. Ford; C. H. Turner. SOLICITORS, Daubeny & Mead; Newman, Hayes, & Co.; F. Ridley.*

THOMPSON v. MONTGOMERY—Chitty, J., 9th November.

INJUNCTION—TRADE NAME—"STONE ALE."

In this case a motion for an interim injunction was made by the plain-

tiffs, a firm of brewers, who had for more than a century carried on a brewery business at Stone, in Staffordshire, to restrain the defendant from selling ale brewed by him as "Stone Ale." The plaintiffs stated that for some time past they had been (with one comparatively unimportant exception) the only brewers at Stone, a place with a population of some 6,000 or 7,000 inhabitants, and that their ale had been widely known for a long time as "Stone Ale," and those words had recently been registered by them under the Act of 1883 as an old trade-mark. The plaintiffs relied on the *Glenfield Starch case* (*Wotherspoon & Co. v. Currie*) (L. R. 5 E. & I. 508). The defendant was an hotel keeper at Liverpool. He submitted that there could be no exclusive monopoly of the name of a town, and distinguished the *Glenfield Starch case* on the ground that Glenfield was a small hamlet of some sixty persons, and a place not specially suitable for the manufacture of starch, whereas Stone was a considerable town with water especially adapted for brewing, and he submitted that he was entitled to sell his ale as Stone ale if it were brewed at Stone, and provided that he did not sell it so as to lead the public to believe that it was ale of the plaintiffs' manufacture.

CHITTY, J., said that for the purposes of the motion and on the evidence produced thereon he held that the plaintiffs had established that the term "Stone Ale" was used in the market in a secondary sense as meaning ale brewed by the plaintiffs, and it appeared that no other brewers except the plaintiffs had ever used the term in reference to ale. That being so, if the defendant were to sell his own ale as Stone ale, he would necessarily induce people to believe that his ales were those manufactured by the plaintiffs. Upon the evidence as produced on the motion, he was satisfied that the defendant's intention was to obtain by tricks and devices the benefit of the reputation which the plaintiffs had acquired. He failed to see how the term "Stone Ale" could be used without invading the plaintiffs' rights. The case fell within the *Glenfield Starch case*. The defendant might use the word Stone as applied to ale provided that he did not induce the public to believe that his ales were those manufactured by the plaintiffs, but he must not use the term "Stone Ale," and the plaintiffs were entitled to an injunction to that effect.—COUNSEL, *Romer, Q.C., and Waggett; Byrne, Q.C., and V. Somers Browne. SOLICITORS, Chester & Co.; Ridsdale & Co.*

Re JONES—North, J., 10th November.

TRUSTEE ACT, 1850, s. 7—VESTING ORDER—INFANT HEIR OF EQUITABLE MORTGAGOR.

In this case a question arose as to the jurisdiction to make a vesting order under section 7 of the Trustee Act, 1850, which provides that "when any infant shall be seised or possessed of any lands upon any trust or by way of mortgage, it shall be lawful for the Court of Chancery to make an order vesting such lands in such person or persons in such manner and for such estate as the said court shall direct." In the present case an equitable mortgage had been created by the deposit of the title deeds of freehold property, the mortgagor, by a memorandum of deposit, agreeing to execute a legal mortgage when called upon by the mortgagee to do so. This had not been done before his death, and he had died intestate, leaving an infant heir. The mortgagees petitioned, under section 7, for an order vesting the legal estate in him.

NORTH, J., at first expressed a doubt whether section 7 gave jurisdiction to convert an equitable mortgage into a legal mortgage. But on *Re Crove's Mortgage* (L. R. 13 Eq. 26) being cited, he said that he thought that case was an authority for making the order, which he accordingly made, declaring the infant a trustee for the mortgagee, subject to the right of redemption, and vesting the legal estate in the mortgagee, subject to the same right.—COUNSEL, *Pattison; Simmonds. SOLICITOR, S. B. Somerville.*

Re THE PAPER BOTTLE CO.—North, J., 10th November.

COMPANY—WINDING-UP PETITION—WITHDRAWAL OF PETITION—COSTS OF PERSONS APPEARING.

A question arose in this case as to the costs which must be paid by the petitioner on the withdrawal of a winding-up petition. The petition was presented in the name of the company for a compulsory order. Some arrangements had since been made between the directors and the shareholders, and it was now desired to withdraw the petition. Two sets of creditors appeared by different counsel to support the petition, and three sets of shareholders also appeared by different counsel, two of them to oppose, and one to support the petition. It was not disputed that the petitioners were entitled to withdraw the petition; the only question raised was, whether they were to pay one set of costs to creditors and one set of costs to shareholders, or whether each set of creditors and each set of shareholders who appeared was entitled to a separate set of costs.

NORTH, J., on the authority of a decision of Chitty, J., in *Re The North Brazilian Sugar Factories* (31 SOLICITORS' JOURNAL, 125), held that a separate set of costs must be paid to each set of creditors and to each set of shareholders, unless it should be found on inquiry (as had been suggested by the registrar) that there was a recent decision of the Court of Appeal to the contrary.—COUNSEL, *Eve; Dibdin; L. Ryland; Bunting; Stokes; H. R. Williams. SOLICITORS, W. F. Stokes; Crayford & Chester; Hawkins; Ingle, Cooper, & Holmes; Moxley & Denham; Burn & Berridge.*

[We are informed that on the same day, in a precisely similar case, *Stirling, J.*, allowed only one set of costs to creditors and one set of costs to shareholders.]

JAY v. LADLER—Kekewich, J., 11th and 12th November.

TRADE-MARK—TRADE-MARKS REGISTRATION ACT, 1875—REGISTRATION RESTRICTIVE OF USER—GENERAL JURISDICTION OF COURT.

In this action, which was brought to restrain infringement of the

"Lady and Bear" trade-mark, used by the plaintiff Jay in connection with his fur business carried on at the International Fur Store, Regent-street, two questions arose. First, whether registration of a trade-mark in respect of certain articles in a class would restrict user of it as such to those articles (the converse to *Edwards v. Dennis, Re Edwards' Trade-Mark*, 30 Ch. D. 454, where user was held to restrict registration), and, secondly, whether, under the general jurisdiction of the court, the defendant could be restrained from selling his goods under a symbol resembling plaintiff's. In February, 1883, the plaintiff registered the symbol of a lady and a bear under the Trade-Marks Registration Act, 1875, in class 38 for sealskin mantles and sealskin coats, but used the symbol generally in connection with his business, and his goods were usually associated with the lady and bear mark. The defendant adopted a symbol only colourably differing from the plaintiff's and used it for his business of a furrier as well for mantles and coats as other articles. This action was brought to restrain him from infringing the plaintiff's trade-mark, and also from passing off his goods as the plaintiff's.

KERWICH, J.—The question which I have to decide is whether the registration of the plaintiff's trade-mark for certain articles in class 38 enables him to use it as a trade-mark for all the articles in that class. It is argued he can do so on the ground that the mention of specific articles is only by way of illustration, and is not restrictive of the user. I think he cannot so use it, and *Edwards v. Dennis* (30 Ch. D. 454) is in point. So that on this part of the case the plaintiff is only entitled to restrain defendant from using the symbol colourably differing from his own in connection with mantles and coats. But the defendant, it is alleged, has been passing off his goods under that symbol as and for the plaintiff's goods, and the general jurisdiction of this court is invoked to restrain what is, after all, a violation of a law laid down in the Decalogue—namely, that a man is not entitled to take the property of another person. I think that the defendant was passing off his goods as the plaintiff's, and there will, therefore, be an injunction in general terms. — COUNSEL, *Warrington, Q.C.*, and *E. Ford*; *Barber, Q.C.*, and *T. H. Slater*. SOLICITORS, *Taylor, Hoare, Taylor, & Box*; *W. Dunkerton*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

At the annual meeting of this society, held on the 7th inst., an address was delivered by the president, Mr. Alfred Bright, from which the following are extracts:—

The past year has not been wanting in matters, either of local or general interest, to engage the attention of members of the society. We have been alarmed by the report and recommendations of the Select Committee of the City Council on the position of the corporation leaseholders, and we have been startled by the resuscitation by the Solicitor-General, for the benefit of the law students of Birmingham, of that perennial subject of vain discussion, the fusion of the two branches of the profession; but the chief interest has centred, as it usually does, in the legislation of the year. This has been important, not only in what has been, and before the close of the session will be, accomplished, but also in the subjects on which legislation has been attempted, and in all probability will be attempted again.

The Land Transfer Bill.—In dealing with the measures which have been before Parliament in the present session, I must give the pride of place to the Bill which was entitled, "An Act to simplify Titles and to facilitate," and as the Queen's Speech, with grim humour, added, "to cheapen the Transfer of Land." The authors of these phrases must, if they knew anything of the matter, have been in sarcastic vein when they adopted this description of the measure, for no one with a practical knowledge of the subject can believe that in the transactions to which this legislation is more especially directed—purchases and mortgages for small amounts—the Bill, as introduced into the House of Lords, would either facilitate or lessen the cost of transfer. The Bill has been discussed and criticized *usque ad nauseam*, and I certainly will not inflict upon you any comments upon it. There is no probability, there is scarcely a possibility, of its becoming law in this session, and before there is an opportunity of again bringing it forward our legislators will have time to reflect whether it is not better to pursue steadily that path of reform in which Lord Cairns and others have made such great progress, rather than listen to a clamour for sweeping changes, which, as Lord Bramwell says, is the outcome of want of knowledge, or force upon the landowners revolutionary measures, unsuited, as I believe, to our circumstances, and the end and effect of which nobody can foresee. Any measure like the Land Transfer Bill should be tentative only. If it is good, it will be adopted; until it has been proved to be good, it should not be made compulsory.

The Trustees Relief Bill.—The passing of the Trustees Relief Bill will be hailed with satisfaction by everyone as the beginning of a much-needed reform. The Bill was prepared by the Council of the Incorporated Law Society, partly in consequence of the repeated and persistent suggestions of our society. It has passed through the House of Lords. It has, with some modifications, been passed by the Grand Committee on Law, and has been reported to the House of Commons. The Conveyancing Sub-Committee, under the direction of the vice-president, Mr. Cleaver, devoted much time and care to the Bill. They prepared a report upon it, which was forwarded to the Council of the Incorporated Law Society, by whom it was printed and distributed (with some very complimentary observations) amongst members of Parliament and others interested in the subject. It seems probable that, unless prevented by the exigencies of other and unforeseen business,

the Bill will become law in the present session; and I think that the influence of this society and of every other law society, and, in fact, the influence of every person who has any, should be brought to bear upon the Government to induce them to give facilities for the passing of a Bill which is so urgently demanded, and which will in some measure—and only in some measure—relieve the unfortunate victims of that judge-made law which was so graphically described by Mr. Gray Hill in his presidential address three years ago.

The Law of Joint-Stock Companies.—A subject which has of late engaged much attention is the present state of our law relating to joint-stock companies. A Bill for the amendment of the law was, during the session of this year, brought by the Lord Chancellor into the House of Lords. That Bill is dead, but there is so widespread a feeling that the law requires amendment that I have little doubt that the Bill or some Bill like it will be brought forward next year. It is only necessary to look at the annual returns of the Registrar of Joint-Stock Companies to see of what vast importance this subject is, not merely to mercantile men, but to that large and ever-increasing class of unwary victims who yearly invest and yearly lose their savings in limited liability companies. It appears from these returns that from the commencement of the Companies Act, 1862, to 31st December, 1886, there have been registered 26,513 companies, with an aggregate capital of £2,975,288,275. The companies so registered range, as regards capital, from a company which was formed in 1869 with a nominal capital of £100,000,000, to one which was registered with a capital of 7s., divided into seven shares of 1s. each; and they embrace every conceivable object which offered the slightest chance of gain either to the shareholder or the promoter—too often, I fear, only to the latter. How much of the huge total of the capital of these companies has been paid up cannot be ascertained. It is known that the company which I have mentioned, with a nominal capital of £100,000,000, never had, in fact, more than £200 paid up; but I do not know whether the 7s. of the other company was ever paid. Our experience, however, tells us that a very large amount has been subscribed and paid, and that of that amount a large proportion has been lost through fraud and mismanagement. [After describing a remarkable instance of the evils and abuses incidental to joint-stock companies, the president continued:—] These evils and abuses, which seem inseparably to fringe the great and undoubted advantages of our limited liability system, attracted attention very shortly after the passing of the Act of 1862, and more especially during and after the financial troubles of 1866, and the collapse of such institutions as Overend, Gurney, & Co. (Limited). Some attempt was made to deal with these evils in the Act of 1867, and in 1877 an inquiry into them was held before a Select Committee of the House of Commons. The report of this committee is weak and inconclusive, and scarcely makes any recommendation of practical value; but the Bill which was introduced into the House of Lords in the present session appears to be based upon the views and suggestions of some of the witnesses examined before the committee. This Bill is crude, ill-drawn, and ill-considered, and I do not propose to deal with its provisions in detail, but rather to offer some general considerations on the evils at which the Bill seems to be aimed, and to see how far it is practicable to remedy these evils by legislation. The points to which the Bill appears to be directed are—(1) The prevention and punishment of fraud in the formation of companies; and (2) the prevention of fraud in the administration of companies. There is another matter of great importance in any scheme of reform, but which is not touched by the Bill, and that is the removal of the delay and expense which are so often and so justly complained of in the liquidation of companies. In considering these points, I would deprecate anything like grandmotherly legislation. We must avoid measures which would lull the public into a false security, and cause them to live in a fool's paradise; and we must avoid, in our endeavours to prevent fraud, the digging of pitfalls for the innocent, such as those which yawn under the 25th and 38th sections of the Act of 1867. On the other hand, it is the duty of the Legislature, so far as is practicable and within proper limits, to provide stringent measures for the prevention and punishment of *mala fides* in the formation and administration of companies. Fraud in the formation of companies has undoubtedly been the most fruitful source of loss to investors, and at first sight it seems a fit and proper subject for legislation. It may be said—indeed it has been said by men of high authority—that there is no reason why the law should provide a special protection for intending shareholders in joint-stock companies; that the ordinary law affords a sufficient remedy in cases of actual and intentional fraud; and that any legislative extension of this law will produce new mischiefs, and above all will have the effect of entangling in its meshes the guilty and the innocent alike. On the other side, it is argued that promoters of limited liability companies and applicants for shares do not meet on an equal footing, do not deal on equal terms. That promoters are acquainted with all the circumstances which would shew the *bona fides* or the *mala fides*, and the value or the worthlessness of the undertaking; but, unless compelled by positive law, they only disclose so much or so little as they may think convenient for effecting their purpose—the floating of the company. Intending investors, on the other hand, have no means beyond the statements in the prospectus of ascertaining whether there are any facts undisclosed which would weigh with a prudent man in determining whether or not he would take shares; and therefore, it is said, it is necessary that the Legislature should compel all who are concerned in the promotion of a company to disclose in the prospectus all particulars which could reasonably be considered likely to affect the minds of applicants for shares. This has been the object of all the legislative proposals on the subject; and an attempt in this direction was made by the 38th section of the Act of 1867, which in effect enacts that any prospectus which does not specify the date and names of the parties to any contract entered into by or on behalf of a company shall be deemed fraudulent. There has

been a great division of opinion as to the policy of such a clause as this, but there has been one opinion as to this particular clause. It has been unanimously condemned by everyone who has had to consider it or to endeavour to comply with it as a hasty and mischievous piece of legislation. Nor is this to be wondered at, for I believe that the clause was given to Mr. Ayrton, who had charge of the Bill of 1867, on the last day but one of the session, and it was rushed through both Houses after some very loose amendments without discussion, and I should suppose almost without consideration. It has the grave defect of making fraudulent that which may in fact not be fraudulent. It leaves in uncertainty what are to be the consequences of this statutory fraud, and it is so wide and at the same time so ambiguous in its terms that nobody has yet been able to say precisely what must be done in order to comply with it, and the doubtful expedient has been resorted to of inserting in the prospectus, or the application for shares, a clause waiving such protection as the section may afford. The enactment has caused much litigation, and I do not believe that it has lessened even by one the tale of victims of fraudulent companies. Many suggestions for the amendment of this section have been made. All I can say for the best of them is, that, if expressed in clear and unmistakable language, they will not do much harm, and may do a little good. Among the many proposals which have been from time to time made with a view of insuring the *bona fides* of companies, it has been suggested that before a company is allowed to carry on business a certain proportion of its nominal capital should be subscribed, and that the directors should hold and pay for a certain portion of the subscribed capital. I believe that any such provisions would be not merely nugatory, but, as regards the latter of them, would have an effect the very opposite of that intended. In order that they might even have a semblance of being carried into effect, it would be necessary to appoint officials charged with the duty of seeing that they were complied with; and, however keen-eyed these officials might be, I believe that the intended safeguards could and would be easily and successfully evaded. The proposal that directors should be compelled to hold and pay for a certain proportion of the capital, would be a burden which would deter honest men of position and character—the very class of men whom we wish to see connected with companies—from having anything to do with them; and it would thus defeat the very object we have in view. For my part, I have little or no faith in the efficacy of legislation in the prevention of fraud in the formation of companies; and we must remember that legislation directed to such an end and which fails in its purpose, is not merely useless, but positively mischievous. When people imagine that they have a statutory protection against loss, they naturally neglect the precautions which they would otherwise take to protect themselves, and they thus render more easy the work of the fraudulent promoter. There will be knaves and fools as long as the world lasts, and you cannot by Act of Parliament make rogues honest, or give by statute common-sense and prudence to those who have not got them. The administration of the affairs of a company, while it carries on business, is a matter of concern not only to the shareholders, but also to creditors, and those who have business relations with it, though the interests of the latter are generally somewhat overlooked. The only way to insure good faith and reasonable prudence and care in the management of companies is to give some degree of publicity to its affairs; and it has been urged that every limited company should be compelled, not merely to issue periodically to its shareholders a statement disclosing full particulars of its position, but that these statements should be filed with the Registrar of Joint-Stock Companies, and be open to the inspection of everyone desiring to see them. Serious objections, however, are raised to this. I have heard gentlemen connected with the management of large companies remonstrate with their shareholders when they asked for detailed balance-sheets, on the ground that the issue of such balance-sheets would greatly assist their competitors in trade, and consequently be very injurious to themselves. I do not venture to differ in opinion from the experienced gentlemen whom I have heard speak in this way, but I cannot help thinking that the fear which they express is much exaggerated. According to my experience, the general nature and extent of the transactions, not only of joint-stock companies, but of private firms, and whether those transactions are profitable or unprofitable, is perfectly well known to those engaged in the same trade. At all events, I can see no harm, and I am able to see much good, in making it compulsory upon limited companies to issue to their shareholders periodically a balance-sheet containing certain specified particulars, unless a majority—a very large majority—of the shareholders themselves should pass a resolution that to do so would not in their particular case be expedient. This, of course, does not go very far, and would by no means satisfy those who advocate complete publicity and a full disclosure of the affairs of limited companies, but it is as much as the mercantile community, almost every member of which is more or less interested in such companies, would at present be willing to accept. It has occurred to me that a change might be made in the constitution of limited companies, which perhaps would indirectly tend towards the prevention of fraud and mismanagement. You are aware that under the Companies Act, 1879, power (a power of which banking companies have largely availed themselves) is given to certain companies to create what has been called reserve capital—i.e., a liability on the shares which can only be called up if the company goes into liquidation and for the purpose of paying its debts. I would apply this principle compulsorily to all limited companies. Every limited company should have its capital or the liability on its shares divided into two parts—one part to be called up in the usual way for the purposes of the company as a going concern, and the other only to be called up when the company is in liquidation and for the purpose of meeting its liabilities. If we are really to do any good in the way of reform of our company law, we must not fill people to sleep by throwing over them a statutory protection, which

will almost inevitably prove illusory, but rather we should wake them up to look after their own interests. If people are to be protected against fraud and loss they must use their best exertions to protect themselves; and I cannot help thinking that a man who knows that in becoming a member of a limited company he makes himself liable, not only for money which will be used in the company's business, and from which he may reasonably hope for some return, but also in case of insolvency, and to make good that insolvency, he will be liable for further money, from which he cannot possibly derive any profit, will be more wary in applying for shares, and more keen to investigate and criticize the acts of those to whom the management of the company is intrusted. Half the fraud and loss connected with companies and with private bankruptcies is due to the supineness and indifference of those chiefly affected by them; and anything which tends to remove this indifference will tend also to diminish the fraud and loss. The compulsory creation of reserve capital will, moreover, give a security to persons dealing with limited companies which they do not now possess; and it will have the effect of giving greater credit to sound companies, and in some degree of preventing the formation or the continuance in business of those which are unsound. No suggestion for the amendment of the Companies Acts has ever been made without raising a host of objections; and it is more than likely that a host of objections can be raised against the suggestion which I have here made; but I offer it to you as one which deserves, at all events, some consideration. I will now deal with the subject of liquidation, the end to which so many companies sooner or later come. We have not much experience of it in Liverpool; but still we all know the furious rush which is made on the carcass of a company in *extremis*. We are well acquainted with the feverish haste to be the first to present a petition, and the keen fight over the appointment of liquidators; and we have all of us had experience of the vexatious delay and the ruinous expense—not caused by the officials, but by the system under which they work—which in cases of compulsory winding up attend the administrative part of the liquidation. The remedy for all this, generally propounded and quite recently advocated by Mr. Chamberlain, is the transfer of the liquidation of companies to the Bankruptcy Court; but professional men would scarcely be of opinion that the Bankruptcy Court, as at present constituted, has the machinery necessary to cope with either the litigious or administrative business of winding up a large business company, and, moreover, the Bankruptcy Court has quite enough work of its own. There are, as you of course know, three modes of winding up—viz., voluntary winding up, winding up under the supervision of the court, and compulsory winding up under the court. It is under the last of these that the scandals of delay and expense arise. Compulsory winding up appears to be necessary in some cases, but the defect of our present law is that when an order for the compulsory winding up of a company is made there are no means, or at all events no practical means, of turning this compulsory winding up into a winding up under supervision, or into a voluntary winding up, even if it be manifestly to the advantage of those interested to do so. To remedy this, Mr. John Morris, the well-known head of the firm of Ashurst, Morris, & Co., when giving evidence before the Select Committee of 1877, proposed that it should be the duty of the court to summon, as soon as conveniently might be after a compulsory order had been made, a meeting of those interested in the liquidation, whether creditors or shareholders, for the purpose of considering and resolving whether the compulsory winding up should be continued, or winding up under supervision substituted for it; and that, subject to any order of the court for good cause shown, effect should be given to any such resolution. In a very large majority of cases compulsory winding up is not necessary, and in such cases winding up under supervision has all the advantages and none of the disadvantages of a liquidation entirely by the court. We cannot have better proof of this than is afforded by the liquidation of two Liverpool banks which failed, one in the year 1836 and the other in 1867. The late Mr. Banner was liquidator in each; and in the first, in which Mr. Banner and his successors were trammelled by the officialism and red-tapeism of a compulsory liquidation, the winding up has not yet been closed, and the costs have been enormous; while in the other, which was under supervision, and where Mr. Banner, with a committee of inspection, had a free hand, the creditors were paid within a few months, and a substantial return was made to the shareholders, and the liquidation closed in a comparatively short time, and at a comparatively small cost. I believe that if Mr. Morris' proposals were adopted, the scandals of liquidations would be materially lessened, if not entirely removed. There are several other points connected with the Companies Acts on which, if time allowed, I should have liked to say a few words, and there are two which appear to me to be of special importance, and to which I will very shortly refer. At present there is no power to extend or alter the "object clause," as it is called, of the memorandum of association of a limited company. It often happens that a company, in consequence of some radical change in the mode of conducting the kind of business which it carries on, or in order to compete with some rival, finds it absolutely necessary to engage in operations which do not come within the scope of the memorandum. In such a case the company is driven to the trouble, delay, and expense of liquidation and reconstruction in order to obtain the necessary powers. Surely this ought not to be necessary. There can be no objection to enabling a company by re-registration and with proper publication of its intention to do that which is continually being done by the round-about process of winding up and the formation of a new company. The other matter to which I wish to refer is the repeal of that useless trap, the 25th section of the Act of 1867. It is a signal instance of hasty and ill-considered legislation directed against fraud, but which has entirely failed in its purpose. It has never done any good, while our Law Reports are full of cases where it has produced great hardship, and where, through inadvertence or through ignorance, or an imperfect understanding of its

provisions, innocent people have been involved in liabilities which they never contemplated, and which they never ought to have incurred. I have offered you these lengthy and, I fear, rather crude observations on this subject on account of its great importance. It is a subject which deserves the careful consideration of everyone who is interested in the trade of this country, so large a portion of which is now carried on by joint-stock companies. It is, as I have said, a subject of great importance, and one which will be of increasing importance if, as seems only too likely, we are entering upon a system of joint-stock combinations, syndicates, and trust companies—in other words, of joint-stock monopolies, such as that under which the people of the United States are now groaning, and which, if established here, will not only exaggerate the evils from which we now suffer, but will give rise to others from which we are at present free.

The following are extracts from the report of the committee of the society:—

Members.—Four members have by resignation ceased to be members of the society. The society at the present time consists of 300 members, and the number of barristers and others, not being members, who subscribe to the library, is forty-three.

Conditions of Sale.—The attention of members is directed to the alteration which the committee have thought it necessary to make in the 11th of the society's conditions of sale, which in future will be as follows:—11th.—The property shall from the time of sale be at the risk of the purchaser as respects loss or damage by fire, the dropping of lives, and other accidents. It has been thought desirable to omit the latter portion of the condition as originally drawn, viz: "And when the property is insured against loss or damage by fire the purchaser shall be entitled to the benefit of such insurance, but shall, upon completion of the purchase, pay to the vendor a proportionate part of the current premium, which shall be calculated from the time of sale," inasmuch as the purchaser would not in fact be entitled to the benefit of an existing policy unless the insurance company accepted him as the assured.

Solicitors' Remuneration Order.—The Council of the Incorporated Law Society had decided to take the case of *Re Newbould* on appeal to the House of Lords so as to define the position of a solicitor conducting a sale by public auction where an auctioneer is employed and paid by way of a lump sum, or by a commission or charge; but it was subsequently found that the case of *Re Parker and Others* was more suitable as a test case, and accordingly this case (in which it will be remembered that the Court of Appeal formally followed the decision in *Re Newbould*) has been set down for hearing in the House of Lords.

Liability of Trustees Bill.—The committee have in previous reports expressed the hope that some measure might be enacted to relieve trustees from the position in which they have been placed in consequence of the decisions of the judges, and they have therefore pleasure in stating that a measure for this purpose, which was framed by the Incorporated Law Society of the United Kingdom, will in all probability become law before the close of the Autumn Session. The Bill was passed through the House of Lords, though with considerable modification, but, owing to the lateness of the session and to the time of the House of Commons being occupied with other matters, it did not proceed further in that House than the Standing Committee on Law, by whom it was passed and reported to the House. The Bill was very carefully considered by the committee, and several of their suggestions were adopted by its promoters, and it is to be regretted that many of the original clauses have been struck out, but even as it stands the Bill will be a great boon to those for whose protection it was framed.

Solicitors Bill.—Towards the close of the session the Incorporated Law Society introduced a Bill, which passed through the House of Lords, for the purpose of transferring to the society the custody of the roll of solicitors, and for the constitution of a discipline committee, by whom charges made against solicitors are to be investigated before their conduct is brought before the court. The committee are of opinion that it is desirable that the disciplinary powers of the Incorporated Law Society should be extended, as the present system of dealing with delinquent solicitors is both complicated and expensive, and they have accordingly presented a petition to the House of Commons in favour of the Bill, and will support the measure in the coming session.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst., Mr. Henry Roscoe in the chair. The other directors present were Messrs. H. Morten Cotton, Edwin Hedger, J. H. Kaye, R. Pennington, J. Anderson Rose, E. W. Williamson, Frederic J. Woolbert, and J. T. Scott (secretary). A sum of £435 was distributed in grants of relief, fifteen new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

THE FINAL AND INTERMEDIATE EXAMINATIONS.

The candidates at the recent final examination had a fairly hard set of papers to contend with. The conveyancing paper contained about three questions relating to the more practical side of the subject (questions 1, 4, and 15). Two were on the law of vendor and purchaser, while two others related to mortgages. The Settled Land Act, 1882, the Conveyancing Act, 1881, and the recent Inland and Revenue Act, 1888, each

claimed a question. In our opinion, the 6th and 9th questions would have figured better in a paper on equity than in one on real property, and so would the 7th, though perhaps in that instance it is more open to question. In addition to the usual books, students would find Mr. Edwards' Compendium of the Law of Property in Land a very serviceable book. With the exception of a question on legacies, the equity paper was, on the whole, easy; three questions dealt with specific performance, two with election, two with trusts, one on each of the following subjects: injunctions, guardianship, and mistake, while the old acquaintances *donatio mortis causa*, with its resemblance to legacies, and equitable execution complete the list. How refreshing must the two latter points seem to candidates who have been "up" on former occasions! The paper set in common law and bankruptcy was simple, and calls for no comment. As generally expected by candidates, the Law of Distress Amendment Act, 1888, received the examiners' kind attention. In the extra subjects some fault was found with the admiralty questions, but they present no real difficulty. The questions on criminal law were easier than usual, in fact throughout the present year more rational questions have been asked in this subject, a new leaf having evidently been turned, by no means before it was wanted.

THE INTERMEDIATE.

Head I. showed a tendency to ask questions of a more practical character than is usual at this examination—instances are questions 2, 6, 9, and 10—in fact, some of the questions were rather hard; but when such old stock questions as "Give two examples of freehold estates not of inheritance," "Explain the maxim, *Nemo est heres viventis*," "What is a contingent remainder?" "State the two cases in which, under the Wills Act of 1837, there is no lapse," &c., turn up, no decently-prepared candidate ought to fail. We consider that Head II. contained questions very fairly selected and evenly distributed over the second volume of the Commentaries. Perhaps question 14 would mislead an unwary student. The questions in Head III. were perhaps easier than usual. Considering the nature of the questions and the number of excellent "Guides" to facilitate the intermediate candidates' work, there ought to be a heavy percentage of successful candidates this time. Notwithstanding the excellence of Stephen's Commentaries as institutes for the education of young lawyers, we think a change of subject would now be beneficial. The Commentaries have had a very long run, and as all the leading points have been asked over and over again, and have been so thoroughly chronicled in so many guides, better results would be obtainable with other works as test subjects.

LEGAL NEWS.

OBITUARY.

The Right Hon. Sir RICHARD BAGGALLAY, Knt., formerly a judge of the Court of Appeal, died at Brighton on the 13th inst., at the age of seventy-two. Sir R. Baggallay was the eldest son of Mr. Richard Baggallay, of Tooting, Surrey, and was born in 1816. He was formerly a Fellow of Caius College, Cambridge, where he graduated, as a wrangler, in 1839, and he was called to the bar at Lincoln's-inn in 1843. By degrees he steadily obtained a good junior business in the Court of Chancery, and he became a Queen's Counsel in 1861, at the same time as Lord Coleridge, Lord Esher, Lord Justice Mellish, Mr. Justice Denman, and the late Sir John Karslake. He selected the Rolls Court, where he was for many years a leading practitioner. At the General Election of 1865 he was elected M.P. for the city of Hereford in the Conservative interest, and in September, 1868, he succeeded the present Lord Esher as Solicitor-General in Mr. Disraeli's first Administration. His tenure of office was on this occasion very short, and he did not receive the honour of Knighthood till after his resignation. At the General Election of December, 1868, he lost his seat, and the Government went out of office immediately afterwards. A few months afterwards he again unsuccessfully contested Hereford, but in 1870 he was returned without opposition for Mid-Surrey, which constituency he represented without opposition for five years. In 1869 he was appointed one of the Standing Counsel to the University of Cambridge, and in February, 1874, on the formation of Mr. Disraeli's second Administration, he was re-appointed Solicitor-General. Two months afterwards, on Sir John Karslake's resignation, he became Attorney-General. In his official capacity he carried through the House the Judicature Act of 1875; and in October, 1875, on the Judicature Acts coming into operation, he was appointed an additional judge of the Court of Appeal, and was sworn in as a member of the Privy Council. Sir R. Baggallay will be remembered as one of the most amiable, courteous, and patient judges who ever sat on the bench. In 1885, after only ten years' judicial service, he was compelled by ill-health to retire on a pension. Sir R. Baggallay was a magistrate for Surrey and Herefordshire, and an honorary Fellow of Caius College, Cambridge. He was a bencher of Lincoln's-inn, of which society he was treasurer in 1875. He was married in 1847 to the daughter of Mr. Henry Charles Lacy, of Withdean Hall, Sussex, and he leaves a large family. His third son, Mr. Ernest Baggallay, late M.P. for the Brixton Division of Lambeth, was called to the bar at Lincoln's-inn in Easter Term, 1873, and was appointed stipendiary magistrate for the borough of West Ham about a year ago. His fourth son, Mr. Claude Baggallay, was called to the bar at Lincoln's-inn in July, 1878, and practises in the Chancery Division.

Mr. HENRY NEWBOLD, solicitor, of Newark, died on the 16th ult., after a long illness, at the age of seventy-three. Mr. Newbald was born in 1815. He was admitted a solicitor in 1843. He was a perpetual com-

missioner for Nottinghamshire, and he had for many years a large practice at Newark. He was for many years an alderman, and was Mayor of Newark in 1871.

Mr. JOHN MOTT RICHARDSON, solicitor, of Much Hadham, died on the 18th ult., in his seventy-sixth year. Mr. Richardson, who was almost the oldest solicitor in Hertfordshire, was born in 1813. He was articled to the late Mr. Mott, of Hadham, and he was admitted a solicitor in 1838. He had been for twenty years clerk to the Hadham Highway Board, and he had a large practice in the district. He was for many years in partnership with his son, Mr. Alfred Richardson, and with Mr. George Frederick Foxwell, deputy-coroner for the Hertford Division of Hertfordshire. Mr. Richardson was married to the daughter of Mr. William Sworder, but he had been for several years a widower. He was buried on the 24th ult.

Mr. RICHARD BIRNIE, barrister, died at Melbourne on the 15th of September. Mr. Birnie was the eldest son of Sir Richard Birnie, chief magistrate at Bow-street, and was born in 1808. He was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1833, and he had for several years a considerable criminal practice at the Old Bailey and elsewhere. He was Attorney-General of Western Australia from 1853 till 1859, and he acted for a short time as a judge of the Supreme Court of that colony. In 1859 he migrated to Victoria, and was admitted to the bar at Melbourne. He had a good practice there, and he had twice acted as Crown Prosecutor.

The Right Hon. WILLIAM BEDE DALLEY, formerly Attorney-General of New South Wales, died at Sydney on the 30th ult. Mr. Dalley was born at Sydney in 1831. He was called to the bar there in 1856, and he soon succeeded in getting practice. A few years afterwards he entered the legislative assembly of the colony, and he was for a short time Solicitor-General. In 1875 he became Attorney-General, and he held that office on two subsequent occasions. In 1877 he became a member of the Legislative Council, and in 1885, while Attorney-General for the third time, he acted for several months as Premier and Colonial Secretary. It was at his instance that the colony despatched a military force, which co-operated with our troops at Suakin, and he was raised to the rank of a privy councillor in commemoration of that expedition, it being the first occasion on which that distinction was conferred upon an Australian statesman. Mr. Dalley was married to the daughter of Mr. William Long. He had been for several years a widower, and he leaves three children.

Mr. HENRY WORKMAN, solicitor, formerly of Evesham, died at Great Hampton, Worcestershire, on the 27th ult., in his eighty-sixth year. Mr. Workman was born at Evesham in 1803. He was admitted a solicitor about the year 1825, having been articled to his elder brother, Mr. Benjamin Workman, of Evesham, with whom he was for some years in partnership. At a later date he was associated with Mr. Herbert New, the present registrar of the Evesham County Court, and with Mr. Courtenay Connell France. He retired from practice in 1852. Mr. Workman was elected Mayor of Evesham in 1851, and he filled the office for five consecutive years. He was also for several years one of the borough aldermen. He was a deputy-lieutenant for Worcestershire, and a magistrate for Worcestershire, Gloucestershire, Warwickshire, and the borough of Evesham. Mr. Workman was married to the daughter of Mr. James Wyley, of Longden, Staffordshire. He was buried at Longden on the 2nd inst.

Sir LEWIS WHINOP JARVIS, solicitor, of Lynn, died at his residence, Middleton Towers, Norfolk, on the 2nd inst., at the age of seventy-two. Sir L. Jarvis was the only son of Mr. Lewis Weston Jarvis, solicitor, and was born in 1816. He was educated at the Lynn Grammar School, and he was admitted a solicitor in 1840, having been articled to his father, with whom he was for many years in partnership. More recently he was associated with his son, Mr. Charles James Ernest Jarvis. He was a perpetual commissioner for the county of Norfolk, and he had an extensive practice. He was also the head of a large banking firm at Lynn. He was steward of the Prince of Wales' manors in Norfolk, and he received the honour of knighthood in 1877. Sir L. Jarvis was for several years a borough alderman. He was elected mayor of Lynn in 1860, and he filled the office for three years in succession. He had done much to develop the shipping trade at Lynn, and he was chairman of the Lynn Docks Co. He was also chairman of the Swaffham and Watton Railway Co., one of the borough charity trustees, and a Deputy-Lieutenant for Norfolk. He was for several years a member of the Lynn Board of Guardians. Sir L. Jarvis was married in 1852 to the daughter of Mr. Alexander Bowker. His eldest son, Mr. Alexander Weston Jarvis, is M.P. for Lynn in the Conservative interest.

APPOINTMENTS.

Mr. COURTNEY STANHOPE KENNY, LL.D., M.P., has been appointed Reader in English Law at the University of Cambridge, in succession to Mr. Frederick William Maitland, who has been appointed Downing Professor of the Laws of England. Mr. Kenny is the eldest son of Mr. William Fenton Kenny, solicitor, of Ripon, and was born in 1847. He was admitted a solicitor in 1869, and he afterwards entered at Downing College, Cambridge, where he obtained a Fellowship. He graduated at the head of the first class of the Law and History Tripos in 1874, and he was Chancellor's Legal Medallist in the following year. He was called to the bar at Lincoln's-inn in January, 1881, and he is a member of the South-Eastern Circuit. Mr. Kenny has been M.P. for the Barnsley Division of the West Riding of Yorkshire since December, 1885.

Sir CHARLES JOHN PEARSON, barrister and advocate, sheriff of chancery

in Scotland, has been appointed Sheriff of Renfrewshire and Buteshire, in succession to the Hon. Henry James Moncrieff, who has been appointed a judge of the Court of Session. Sir C. Pearson is the second son of Mr. Charles Pearson, of Edinburgh, and was born in 1843. He was educated at the Edinburgh Academy, and he was formerly scholar of Corpus Christi College, Oxford. He obtained the Gaisford Prize for Greek Prose in 1862, and the Gaisford Prize for Greek Verse in 1863, and he graduated first class in Classics in 1865. He was called to the bar at Lincoln's-inn in Trinity Term, 1870, and he was admitted a member of the Faculty of Advocates in Scotland in the same year. He was appointed sheriff in chancery in 1885, and he received the honour of knighthood in 1887.

Mr. OCTAVIUS ROBINSON, solicitor, of Easingwold, has been appointed Registrar of the Easingwold County Court (Circuit No. 15), Clerk to the North Riding Magistrates, and Clerk to the West Bulmer Highway Board. Mr. Robinson was admitted a solicitor in 1872. All the above offices were held by his father, the late Mr. John Robinson.

Mr. FREDERICK WILLIAM ROBINSON, solicitor, of Grantham, has been appointed Clerk of the Peace for that borough, in succession to Mr. George Walter Glynn Beaumont, resigned. Mr. Robinson was admitted a solicitor in 1882.

Mr. ARTHUR EDWARD WARD, solicitor, of Exeter, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Ward was admitted a solicitor in 1875.

Mr. WILLIAM WARD DUFFIELD, solicitor (of the firm of Duffield & Bruty), of 6, Tokenhouse-yard, and of Chelmsford and Waltham Abbey, has been elected an Alderman for the newly-incorporated borough of Chelmsford. Mr. Duffield was admitted a solicitor in 1846. He is registrar of the Chelmsford County Court, clerk to the county magistrates, the Chelmsford Board of Guardians, Assessment Committee, and Rural Sanitary Authority, to the Chelmsford Highway Board, and to the Chignal, Good Easter, and Bettendon School Boards. His partner, Mr. William John Bruty, is registrar of the Waltham Abbey County Court.

Mr. GEORGE WILKINSON, solicitor (of the firm of Wilkinson & Marshall), of Newcastle-upon-Tyne, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Wilkinson was admitted a solicitor in 1876.

Mr. WILLIAM HODGSON, solicitor (of the firm of Holden, Son, & Hodgson), of Hull, has been appointed Under-Sheriff of the town and county of the town of Kingston-upon-Hull for the ensuing year. Mr. Hodgson was admitted a solicitor in 1872.

Mr. SAMUEL MAPLES, solicitor and notary (of the firm of Maples & McCraith), of Nottingham, has been appointed Under-Sheriff of the town and county of the town of Nottingham for the ensuing year. Mr. Maples was admitted a solicitor in 1839.

The Right Hon. STEPHEN WOLFE FLANAGAN, formerly a judge of the Landed Estates Court in Ireland, who has been appointed a Member of the Judicial Committee of the Privy Council, is the son of Mr. Terence Flanagan, of Drumdoe, Roscommon, and was born in 1817. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1838. He became a Queen's Counsel in 1859, and he was appointed a judge of the Landed Estates Court in 1869. He was sworn in as a member of the Irish Privy Council in 1875. He retired from the bench in 1885, and he was shortly afterwards sworn in as a member of the Privy Council.

Mr. DANIEL O'CONNELL FRENCH, Q.C., has been elected a Bencher of the Middle Temple.

Mr. HENRY HEARN, solicitor, of Buckingham, has been elected Treasurer of the Buckingham Union. Mr. Hearn was admitted a solicitor in 1857. He is town clerk of Buckingham, clerk of the peace, registrar of the Buckingham County Court, and clerk to the Buckingham Burial Board.

Mr. JOHN HENRY TURNER, solicitor, of York, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Turner, who is a member of the firm of J. P. H. and J. R. Wood & Co., is also deputy-coroner for the city and county of York.

Mr. FRANCIS BEAUMONT MOYLE, solicitor, of 29, Bedford-row, London, W.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Moyle was admitted a solicitor in September, 1880.

Mr. CHARLES PONSONBY WILMER, solicitor, of 11, New-court, Carey-street, Lincoln's-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

LEGAL MAYORS.

Mr. FREDERICK DANBY PALMER, who has been elected Mayor of the borough of Great Yarmouth, was admitted a solicitor and notary public in Michaelmas Term, 1861, after serving articles to the late Charles J. Palmer, F.S.A. Mr. Palmer is chairman of the Tax Commissioners, clerk to the guardians, and to the Assessment Committee, superintendent-registrar, honorary secretary to the law society, and holds other appointments at Great Yarmouth. He is also a perpetual commissioner and a commissioner for oaths. As an archaeologist he is well known in East Anglia, and owing to his exertions it was mainly due that the ancient civic hall, known as the Tolhouse, at Great Yarmouth, was recently saved from the destruction which threatened it.

Mr. JOHN HENRY JOSSELYN, solicitor, of Ipswich, has been elected Mayor of that borough for the ensuing year. Mr. Josselyn was admitted a solicitor in 1858.

Mr. WILLIAM JOHNSON CLEGG, solicitor, of Sheffield has been re-elected

Mayor of that borough for the ensuing year. Mr. Clegg was admitted a solicitor in 1868. He is official receiver in bankruptcy for the Sheffield district, and one of the borough aldermen.

Mr. HENRY CHILD BEDDOE, solicitor, notary, and proctor, of Hereford, has been elected Mayor of that city for the ensuing year. Mr. Beddoe is county treasurer for Herefordshire. He was admitted a solicitor in 1847. He is a magistrate for the city.

Mr. ALFRED TOM ROGERS, solicitor, of Richmond, has been elected Mayor of that borough for the ensuing year. Mr. Rogers is clerk to the Richmond Highway Board. He was admitted a solicitor in 1873.

Mr. WILLIAM TREVENEN, solicitor, of Helston, has been elected Mayor of that borough for the ensuing year. Mr. Trevenen was admitted a solicitor in 1854.

Mr. THOMAS CAVE HALL, solicitor and notary, of Ramsgate, Deal, Sandwich, and Walmer, has been elected Mayor of the borough of Deal for the ensuing year. Mr. Hall was admitted a solicitor in 1832. He is registrar of the Deal and Sandwich County Courts.

Mr. GODFREY RICHARD PARK, solicitor, of Hull and Hedon, has been elected Mayor of the borough of Hedon for the ensuing year. Mr. Park was admitted a solicitor in 1841.

Mr. JAMES DRUITT, solicitor (of the firm of Drutt & Drutt), of Christchurch and Bourne-mouth, has been elected Mayor of the borough of Christchurch for the ensuing year. Mr. Drutt was admitted a solicitor in 1838. He is registrar of the Christchurch County Court, and clerk to the Christchurch Board of Guardians, the Christchurch Burial Board, and the Commissioners of Taxes.

Mr. ZACHARY EDWARDS, barrister, has been re-elected Mayor of the borough of Lyme Regis for the ensuing year. Mr. Edwards is the eldest son of the Rev. Zachary James Edwards, Rector of Combe Pyne, Devonshire, and was born in 1839. He was educated at Sherborne School, and he was formerly scholar of Wadham College, Oxford, where he graduated second class in Classics in 1861. He was called to the bar at Lincoln's-inn in Hilary Term, 1865, and he formerly practised in the Court of Chancery.

Mr. ARTHUR HENRY LOCK, solicitor, of Dorchester, has been re-elected Mayor of that borough for the ensuing year. Mr. Lock is the son of the late Mr. Henry Lock, solicitor, of Dorchester. He was admitted in 1872.

Mr. VALENTINE STAPLETON, solicitor, of Stamford and Market Deeping, has been re-elected Mayor of the borough of Stamford for the ensuing year. Mr. Stapleton was admitted a solicitor in 1863.

NGESCHA IN PARTNERSHIP. DISSOLUTIONS.

WORTHINGTON EVANS and CHARLES WILFRID BLAXLAND, solicitors (Worthington Evans & Blaxland), of 35, Eastcheap, London. Nov. 1.

JOHN GEORGE LINCOLN and BEDFORD JOHN MARSH, solicitors (Lincoln & Marsh), of 29, Lincoln's-inn-fields, London, and at Croydon and Kingston-on-Thames. Oct. 31. [Gazette, Nov. 6.]

ROBERT HARDING MILWARD, SAMUEL BALDEN, and the Hon. ROBERT HENRY LYTTELTON, solicitors, of Birmingham, and 1, New-square, Lincoln's-inn, London, so far as regards the said Samuel Balden. Nov. 2. [Gazette, Nov. 9.]

GENERAL.

The following resolutions, put and carried at a meeting of the South-Eastern Circuit, held recently, have been forwarded to the Bar Committee—viz., (1) That this circuit is of opinion that her Majesty's judges should be relieved by legislative provisions from the duty of trying ordinary quarter sessions cases, and should be required to try at the assizes only such prisoners as are charged with offences not triable at quarter sessions, or such as from exceptional circumstances shall have been committed by the magistrates for trial at the assizes. (2) That in the opinion of this meeting it is expedient that two judges should attend at the spring and summer assizes at Lewes, Maidstone, and Norwich. (3) That it is expedient that two judges should further attend at any place where there is a probability of there being more than four days' work. (4) That this meeting is further of opinion that assizes should not be held at two places on the circuit at the same time. (5) That Surrey should be restored to the South-Eastern Circuit. (6) That copies of these resolutions be forwarded to the Bar Committee.

At the Mansion-house, on Monday, Alexander Johnston attended before Mr. Alderman Evans on a summons charging him with unlawfully pretending to be a solicitor. Mr. C. O. Humphreys, solicitor, who conducted the prosecution on the part of the Incorporated Law Society, explained that on September 17 the defendant wrote a letter to Mr. Hughes, an advertisement contractor, in which he said he was instructed by Miss Elizabeth Hughes, of Clapham-road, to take proceedings against him for debt, and he gave him notice that unless an account which he enclosed was paid to his client or to himself in fourteen days he should take proceedings to enforce payment. It was contended that that letter was written by the defendant with an intention to convey that he was a solicitor. On receiving the letter Mr. Hughes searched the "Law List" and the roll of solicitors, but not finding the defendant's name he complained to the Incorporated Law Society, who instructed these proceedings to be taken against the defendant. The defendant said he simply acted as a friend at the request of Miss Hughes, and he did not receive any payment. Mr. Alderman Evans fined the defendant £5 and £1 1s. costs, with the alternative of a month's imprisonment.

The following are the arrangements made by the judges (Wills and Grantham, JJ.), for holding the ensuing autumn assizes on the Northern Circuit—viz.: The commission will be opened at Carlisle on Saturday, November 17; at Lancaster, on Wednesday, November 21; at Manchester, on Saturday, November 24; and at Liverpool, on Friday, December 7. Business will commence at each place on the day next after the commission day, at 11 o'clock, except at Lancaster, where it will begin at 11.15. There will be no civil business at Carlisle or Lancaster. At Manchester and Liverpool there will be both civil and criminal business. In pursuance of Rule 4 of The Rules of the Supreme Court, October, 1884, causes can now be entered with the associate at his office, 1, Chapel-street, Preston, or at the district registries, during office hours, at any time not less than seven days before a commission day. No later entry will be allowed except by leave of a judge going this circuit, or by order of a judge at chambers, subject to the consent of a judge going this circuit. The nature of each action must be shortly endorsed on the pleadings—e.g., "slander," "goods sold," &c. The trial of special jury actions will commence at Manchester on Thursday, November 29, and at Liverpool on Wednesday, December 12, at the sitting of the court. A list of causes for trial each day will be posted in the corridor of the court and in the library. Where a cause in the list has been settled immediate notice thereof must be given to the deputy associate by the party who entered it.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice KAY.	Mr. Justice CHITTY.
	APPEAL COURT No. 1.	APPEAL COURT No. 2.		
Mon., Nov. 19	Mr. Carrington	Mr. Beal	Mr. Ward	Mr. Godfrey
Tuesday ... 20	Jackson	Leach	Pemberton	Rolt
Wednesday ... 21	Lavie	Beal	Wart	Godfrey
Thursday ... 22	Pugh	Leach	Pemberton	Rolt
Friday ... 23	Leach	Beal	Ward	Godfrey
Saturday ... 24	Beal	Leach	Pemberton	Rolt
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEENEWICH.
Monday, Nov. ... 19	Mr. Jackson	Mr. Pugh	Mr. Koe	Mr. Koe
Tuesday ... 20	Carrington	Lavie	Clowes	Clowes
Wednesday ... 21	Jackson	Pugh	Koe	Koe
Thursday ... 22	Carrington	Lavie	Clowes	Clowes
Friday ... 23	Jackson	Pugh	Koe	Koe
Saturday ... 24	Carrington	Lavie	Clowes	Clowes

WINDING UP NOTICES.

London Gazette—Friday, Nov. 9.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ANGLO-CONTINENTAL ICE SHARE TRUST, LIMITED.—Creditors are required, on or before Dec 3, to send their Christian and surnames, addresses and descriptions, and the full particulars of their debts or claims, to Benjamin Newstead, 77, Gresham st. Monday, Dec 17 at 12, is appointed for hearing and adjudicating upon the debts and claims.

ART ENGRAVING CO., LIMITED.—Creditors are required, on or before Nov 29, to send their names and addresses, and the particulars of their debts or claims, to Allen Henry Philip Stouckham, 22, St. Swithin's lane. Monday, Dec 10 at 12, is appointed for hearing and adjudicating upon the debts and claims.

BRITISH PATENT PREPARED PAPER CO., LIMITED.—Petn for winding up, presented Nov 7, directed to be heard before Chitty, J., on Saturday, Nov 17. Burchell & Co., the Sanctuary, Westminster, solors for petner.

CHREADEL RAILWAY MINERAL AND LAND CO., LIMITED.—Petn for winding up, presented Nov 8, directed to be heard before Stirling, J., on Saturday, Nov 17. Morse & Simpson, Copthall buildings, agents for Jackson & Jackson, Middlesborough, solors for the petner.

CONSUMERS' DIRECT FISH SUPPLY ASSOCIATION, LIMITED.—Creditors are required, on or before Dec 15, to send their names and addresses, and particulars of their debts or claims, to Alfred Augustus James, 66, Coleman st. Friday, Jan 11, at 12, is appointed for hearing and adjudicating upon debts and claims.

GREAT NORTHERN SALT AND CHEMICAL WORKS, LIMITED.—Petn for winding up, presented Nov 2, directed to be heard before Stirling, J., on Saturday, Nov 17. Snell & Co, George st, Mansion House, solors for petner.

NORTH CAROLINA ESTATE CO., LIMITED.—Creditors are required, on or before Jan 6, to send their names and addresses, and particulars of their debts or claims, to Alington Osmond Miles, 28, King st, Cheap-side. Friday, Jan 11, at 12, is appointed for hearing and adjudicating upon debts and claims.

PROTOPHANE CO., LIMITED.—Creditors are required, on or before Nov 30, to send their names and addresses, and particulars of their debts or claims, to William Rooke, 11, Milk st bds, Cheap-side. Tuesday, Dec 11, at 12, is appointed for hearing and adjudicating upon debts and claims.

ROCK WINNING CO., LIMITED.—Petn for winding up, presented Nov 8, directed to be heard before Kay, J., on Nov 17. Renshaws, Suffolk lane, solors for the petners.

SECKTON and DARLINGTON STEAM TRAMWAYS CO., LIMITED.—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims to Baker Philip Daniels, 57, Moorwate st. Friday, Dec 21, at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNIVERSAL DISCOUNT CO., LIMITED.—North, J., has, by an order, dated Oct. 24, appointed Arthur Banister, 3, Pinners court, Old Broad street, to be official liquidator.

UNLIMITED IN CHANCERY.

CROYDON and NORWOOD TRAMWAYS CO.—Creditors are required, on or before Dec 29, to send their names and addresses, and the particulars of their debts or claims to Mr. Edwin Waterhouse, 44, Gresham street. Friday, Jan 11, at 12, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL VINEGAR CO., LIMITED.—By an order made by the court, dated Oct 29, it was ordered that the company be wound up. Barrel & Co., Liverpool, solors for the petner.

FRIENDLY SOCIETIES DISSOLVED.

GLEMSFORD BENEFIT FRIENDLY SOCIETY, Crown Inn, Glemsford, Suffolk. Nov 5
HENSHAW STREET BENEFIT SICK and FUNERAL SOCIETY, Unitarian School, Lord street, Oldham, Lancaster. Nov 6.

MINKER'S HOPE SICK AND ACCIDENT FRIENDLY SOCIETY, People's Hall, Church Gresley, Derby, Nov. 6.
SANCTUARY TRUTH BRANCH OF THE ANCIENT ORDER OF SHEPHERDS' FRIENDLY SOCIETY, Foresters' Hall, Burnley, Lancashire, Nov. 6.

SUSPENDED FOR THREE MONTHS.
FIDELITY LODGE, GOLDEN FLEECES, BRADFORD UNITY FRIENDLY SOCIETY, Stannary Inn, Stannary, Halifax, York, Nov. 7.

ANGLO-MONTANA MINING CO., LIMITED.—Sir James Hadden, has, by an order, dated Oct. 4, appointed Frederick Whimney, 8, Old Jewry, to be official liquidator. Creditors are required, on or before Dec. 20, to send their names and addresses, and the particulars of their debts or claims to the above. Tuesday, Jan. 8, at 11, is appointed for hearing and adjudicating upon the debts and claims.

CORNISH OCHRE CO., LIMITED.—Petition for winding up presented Nov. 10, directed to be heard before North, J., on Saturday, Nov. 24. Stokes, Bedford row, solitor for the petitioners.

GASKING PATENT DRIVING BELT AND LEATHER CO., LIMITED.—The vacation judge has, by an order dated Oct. 17, appointed Samuel Felgate, 76, Dursley road, Amburst Park, to be official liquidator.

INTERNATIONAL INVESTMENT AND GENERAL AGENCY, LIMITED.—North, J., has fixed Monday, Nov. 26, at 1, at his chambers, for the appointment of an official liquidator.

LONDON AND BRISTOL STOCK EXCHANGE CO., LIMITED.—North, J., has fixed Tuesday, Nov. 27, at 1, at the chambers, Royal Courts, for the appointment of an official liquidator.

NEWCASTLE MACHINISTS' CO., LIMITED.—By an order made by Kay, J., dated Nov. 3, it was ordered that the company be wound up. Pattison & Co, Queen Victoria street, agents for Francis & Bales, Newcastle upon Tyne, solitors for the petitioners.

OLD GUARD MINING CO., LIMITED.—By an order made by Chitty, J., dated Nov. 3, it was ordered that the company be wound up. Abrahams & Co, Old Jewry, solitors for the petitioners.

PONTIFEX & WOOD, LIMITED.—By an order made by Chitty, J., dated Nov. 3, it was ordered that the voluntary winding up of the company be continued. Norris & Co, Bedford row, solitors for the petitioners.

STAFFORD & GUY, LIMITED.—Petition for winding up, presented Nov. 8, directed to be heard before Stirling, J., on Nov. 24. Cave & Co., Gracechurch st, solitors for the petitioners.

T. H. CROAGER, LIMITED.—By an order made by Kay, J., dated Oct. 27, it was ordered that the company be wound up. Wood & Co., Rood lane, solitors for the petitioners.

UNITED SEWING MACHINE CO., LIMITED.—By an order made by Chitty, J., dated Nov. 3, it was ordered that the company be wound up. McDiarmid & Teather, Newman's ct, Cornhill, solitors for the petitioners.

UNLIMITED IN CHANCERY.
IRISH EXHIBITION IN LONDON (THE WORD "LIMITED" BEING OMITTED BY LICENCE OF THE BOARD OF TRADE).—Petition for winding up, presented Nov. 12, directed to be heard before Stirling, J., on Nov. 24. Ellis & Co., St. Swithin's lane, solitors for the petitioners.

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.
LIVERPOOL NEATFOOT OIL CO., LIMITED.—The Vice Chancellor has, by an order dated Oct. 19, appointed Simon Jude, 7, Sweeting st, Liverpool, to be official liquidator.

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.
London Gazette.—FRIDAY, Nov. 2.
BIGNELL, ROBERT RICHARD, 8, St. John's Hall, Kent. Dec. 3. Bignell v Chapman, North, J. Herman, Bartholomew close.
JACKSON, PETER WARBURTON, Cheltenham, Esq. Nov. 30. Jackson v Battley, North, J. Smith, Weston super Mare.
KEATES, ABRAHAM, Loughborough park, Brixton, Gent. Nov. 30. Assender & others v Standing, Kay, J. Upjohn, Furnival's Inn.
KING, SIR RICHARD DUCKWORTH, Mayfair. Dec. 4. Sutherland v King, Stirling, J. Dawes, Angel ct.
ROSSER, THOMAS, Tonbridge. Nov. 30. Roser v Featherstone, Chitty, J. Warner, Tonbridge.
VANCAILLIE, JAMES, Old Kent rd, Skin Merchant. Dec. 3. Doyle v Collins, Chitty, J. Collins, King William st.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.
London Gazette.—FRIDAY, Nov. 2.
ADAMS, SAMUEL FREDERICK, Beeston, Nottingham, Baker. Dec. 3. Heath & Sons, Nottingham.
BAGSHAW, JOSEPH, Mount Pleasant, Eaton, Norwich, Bone Dealer. Nov. 15. Kent & Son, Norwich.
BLADON, SARAH, King's Heath, Worcester. Nov. 15. Buller & Co, Birmingham.
BRAMLEY-MOORE, JOHN HOWARD, Emberton, Bucks, Undergraduate of Trinity College, Cambridge. Dec. 1. Hubbard, Chancery lane.
BURROW, THOMAS CHRISTOPHER, Warton, Lancaster, Esq. Dec. 15. Swainson & Co, Lancaster.
CLARK, GEORGE ERNEST, Manchester st, Brighton, Licensed Victualler. Nov. 15. Muskett, Dowgate hill.
CREESE, MARTHA JANE, Pershore road, Birmingham. Dec. 12. Ryland & Co, Birmingham.
CROWLEY, JONATHAN SPARROW, Park hill rise, Croydon, Esq. Dec. 12. Parker & Co, St Michael's alley.
DAWSON, STEPHEN, Heaton Mersey, Lancaster, Gent. Dec. 3. Orford & Sons, Manchester.
ECKERLEY, JAMES, Ashville, Clayton Bridge, Lancaster, Chartered Accountant. Dec. 15. Addleshaw & Warburton, Manchester.
GILL, GEORGE WILLIAM, Rochester, Shipbuilder. Dec. 1. Bassett & Boucher, Rochester.
HARWOOD, RICHARD, Bulle, within Pendleton, Lancaster, Cotton Spinner. Dec. 8. Orford & Son, Manchester.
HASLAM, JAMES, Sheffield, Table Knife Manager. Dec. 25. Frotson & Son, Sheffield.
HATCH, WILLIAM, Adelaide rd, Surbiton, Gent. Dec. 15. Durham, Chancery lane.
HOLT, HON THOMAS, Halcot, Bexley, Kent. Dec. 31. Burn & Berridge, Pancras lane.
KIRKUP, GEORGE, Bracebridge, Lincoln, Steward of the Lincolnshire County Asylum. Dec. 31. Dec. 31. Toyne & Co, Lincoln.
LITTLEDALE, ARTHUR, Bournemouth, Esq. Dec. 8. Walters & Co, New sq.
MASON, ANDREW, Embay, nr Skipton, York, Farmer. Nov. 24. Paget, Skipton.
MILLS, THOMAS, Handsworth, Stafford, Merchant. Dec. 13. Hooper, Birmingham.
NICHOLSON, HENRY GROSVENOR, Levenshulme, Lancaster, Chartered Accountant. Dec. 15. Addleshaw & Warburton, Manchester.
PARRY, RICHARD, High st, Peckham, Licensed Victualler. Nov. 30. Harcourt & Son, Moorgate.

PAYNE, CHARLES, Caledonian pl, Clifton, Gent. Dec. 10. Garrett, Gt James st.
PEAKE, JOHN, Stamford rd, Altrincham, Chester, Horticultural Engineer. Dec. 5. Beaumont & Rigby, Manchester.
PHILLIPS, RICHARD, Tytherley, Wavertree, nr Liverpool, Gent. Dec. 3. Oliver Jones & Co, Liverpool.
RICKARDS, HENRY COLLINGWOOD SELBY, otherwise ABDALLAH FARHA, Beyrout, Turkey. Jan. 15. Russel Kert, Serjeant's Inn.
RYE, JOHN, Market Harborough, Leicester, Grazier. Nov. 28. Douglas, Market Harborough.
SHEERLOCK, FRANK, Clothals Farm, West Grinstead, Farmer. Dec. 15. Medwin & Co, Horsham.
SHUTTLEWORTH, JANE, Cheriton rd, Folkestone. Nov. 3. Rowcliffes & Co, Bedford row.
STUART, FREDERICK, St Anne's pl, Streatham hill, Gent. Dec. 5. Harvey, Outer Temple.
THURBURN, MARY ANN, Lancaster gate. Nov. 30. Roopers & Whately, Lincoln's inn fields.
TOMEY, GEORGE, Nightingale rd, Wood green. Dec. 1. Croft, Midway chhrs.
WHITLEY, HENRY JACKSON, Biggleswade, Bedford, Esq. Jan. 1. Hooper & Co, Biggleswade.
WRIGHT, WILLIAM, Felling, Durham, Innkeeper. Nov. 15. Griffith & Co, Newcastle upon Tyne.
WYNNE, ANN, Roman Bath, Bridge st, Chester, Newsagent. Dec. 1. Carrington & Barker, Chester.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or letting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Barton's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 9.

RECEIVING ORDERS.

ADCOCK, JOHN, Nottingham, Jacquard Card Puncher. Nottingham. Pet Nov 6 Ord Nov 6.
ALMOND, W. J., Cheapside, Manufacturers' Agent. High Court. Ord March 21.
BAILEY, CHARLES IRVINE CONYNGHAM, Fulham, Potter. High Court. Pet Nov 7 Ord Nov 7.
BAKER, THOMAS, Hursley, Southampton, Farmer. Southampton. Pet Nov 7 Ord Nov 7.
BAMFORD, SAMUEL, Ripley, Greengrocer. Derby. Pet Nov 6 Ord Nov 6.
BAMBRIDGE, WILLIAM HENRY, King's Lynn, Boot Factor. King's Lynn. Pet Nov 7 Ord Nov 7.
BARBER, ELIZA ASHBY, New Humberstone, Leicestershire, Case Maker. Leicester. Pet Nov 5 Ord Nov 5.
BISHOP, HARRY, Aston juxta Birmingham, Builder. Birmingham. Pet Nov 6 Ord Nov 6.
BROOKS, THOMAS, Bentham rd, South Hackney, Yeast Merchant. High Court. Pet Nov 6 Ord Nov 6.
BROWN, SAMUEL, Barrow, Lines, Corn Merchant. Gt Grimsby. Pet Oct 25 Ord Nov 7.
BUTLER, FREDERICK, West Bromwich, Beerhouse keeper. Oldbury. Pet Nov 5 Ord Nov 5.
CARNAC, SIR JAMES HENRY SPOULE RIVETT, Bart. Hyde pk Mansions, Clerk. High Court. Pet Sept 29 Ord Nov 6.
CHIVERS, THOMAS, Locksbrook, nr Bath, Builder. Bath. Pet Oct 9 Ord Nov 5.
CHORLTON, GEORGE, sen, King's Norton, Worcestershire, Builder. Birmingham. Pet Nov 5 Ord Nov 5.
CRISP, HENRY, Pollock rd, New Kent rd, Astor. High Court. Pet Oct 18 Ord Nov 6.
DAWSON, SAMUEL, Bloxwich, Grocer. Walsall. Pet Nov 5 Ord Nov 5.
DEAKIN, WILLIAM OSWALD, Longton, Stafford, Earthenware Manufacturer. Stoke upon Trent. Pet Nov 6 Ord Nov 6.
DICKINSON, SARAH, Sheffield, Confectioner, Widow. Sheffield. Pet Nov 5 Ord Nov 5.
FLOWER, HENRY SHAW, Beaconsfield, Rainhill, Lancs, Caretaker. Liverpool. Pet Nov 7 Ord Nov 7.
FOULKES, GRIFFITH, Llanddeiniolen, Carnarvon, Farmer. Bangor. Pet Nov 3 Ord Nov 3.
GOOD, FREDERICK WILLIAM, West Bridgford, Nottingham, Lace Manufacturer. Nottingham. Pet Nov 3 Ord Nov 3.
GOTT, EDMUND, and JAMES GOTT, Bradford, Worsted Spinners. Bradford. Pet Nov 3 Ord Nov 3.
HARDLEY, WILLIAM HENRY, Ventnor, Ironmonger. Newport and Ryde. Pet Nov 6 Ord Nov 6.
HILL, GEORGE F. C., Wellington st, Islington. High Court. Pet Oct 12 Ord Nov 7.
HUDESITH, HENRY, Newcastle on Tyne, Out of business. Newcastle on Tyne. Pet Nov 7 Ord Nov 7.
HULM, GEORGE HERBERT, Burlington rd, St Stephen's sq, Bayswater. High Court. Pet Oct 15 Ord Nov 7.
JORDAN, FREDERICK POYNER, Newport, Mon, Tailor. Newport, Mon. Pet Nov 7 Ord Nov 7.
KNAPMAN, JAMES, Tyer st, Lambeth, Wheelwright. High Court. Pet Nov 5 Ord Nov 5.
LANGFORD, JOHN THOMAS, Orsett, Essex, Farm Bailiff. Chelmsford. Pet Nov 7 Ord Nov 7.
LITTLE, GEORGE, Richmond Park rd, Kingston on Thames, Draper. Kingston, Surrey. Pet Nov 2 Ord Nov 2.
MACGREGOR, JOHN, Manchester, Spirit Merchant. Manchester. Pet Oct 12 Ord Nov 7.
MORRAN, JOHN, Llandoverly, Carmarthen, Licensed Victualler. Carmarthen. Pet Nov 6 Ord Nov 6.
NEAL, GEORGE PREGIVAL, Belgrave, Potato Merchant. Leicester. Pet Nov 6 Ord Nov 6.
PEARCE, ROBERT, New Cleo, Fisherman. Great Grimsby. Pet Nov 7 Ord Nov 7.
PHILLIPS, FREDERICK, Reading, Bricklayer. Reading. Pet Nov 3 Ord Nov 3.
ROBINSON, ROBERT HODGSON, West Hartlepool, Engineer. Sunderland. Pet Nov 7 Ord Nov 7.
SAMBRICK, WILLIAM EDWARD, Burslem, House Painter. Hanley, Burslem, and Tunstall. Pet Nov 5 Ord Nov 5.
SCHOFIELD, WILLIAM SMITH, Farnworth, Lancs, Flock Maker. Bolton. Pet Nov 5 Ord Nov 5.
STANBROUGH, GILBERT ACHESON, Wilbury, Waldegrave pk, Twickenham, Gent. Brentford. Pet Nov 6 Ord Nov 6.

STEARNS, HENRY, Leicester, Tailor Leicester Pet Nov 7 Ord Nov 7
 STEANE, WILLIAM, Coventry, Grocer Coventry Pet Nov 5 Ord Nov 5
 SWAFFER, HORACE HENRY, Newington next Sittingbourne, Wheelwright Rochester Pet Nov 7 Ord Nov 7
 THOMAS, ELIAS, Locksbrook, nr Bath, Builder Bath 1st Oct 9 Ord Nov 7
 THOMAS, T. J., Penarth, Builder Cardiff Pet Oct 16 Ord Nov 6
 THOMPSON, WILLIAM, Bolton rd, South Hampstead, Gent High Court Pet Aug 21 Ord Nov 2
 WAREHAM, JOHN TAYLOR, and ROBERT SECKER, Newport, Mon, Drapers Newport, Mon Pet Oct 30 Ord Nov 5
 WILDGOOSE, JOHN, Matlock Bath, Cab Proprietor Derby Pet Nov 1 Ord Nov 6
 WILLIAMS, C. H., Cardiff, Ironmonger Cardiff Pet Oct 25 Ord Nov 1
 WRIGHT, GEORGE, York, Dealer in German Yeast York Pet Nov 6 Ord Nov 6

The following amended notice is substituted for that published in the London Gazette, Oct. 3.

BRAD, A. and E., Manresa rd, Chelsea, Builders High Court Pet Sept 4 Ord Oct 2

The following amended notice is substituted for that published in the London Gazette, Oct. 23.

DAVIES, EDWARD GEORGE, jun, Mochdre, Montgomeryshire, Warehouseman Newtown Pet Oct 23 Ord Oct 23

FIRST MEETINGS.

ARNOTT, ARCHIBALD JAMES, residence unknown Nov 16 at 11 33, Carey st, Lincoln's Inn
 BAINES, THOMAS, Hills pl, Oxford st Nov 16 at 2.30 33, Carey st, Lincoln's Inn
 BAKER, CHARLES, Atherstone, Warwickshire, Clerk Nov 20 at 11 25, Colmore row, Birmingham
 BAMFORD, SAMUEL, Ripley, Derbyshire, Greengrocer Nov 16 at 3 Off Rec, St James's chambers, Derby
 BARBER, ELIZA ASHBY, New Humberstone, Leicestershire, Casemaker Nov 20 at 3 Off Rec, 28, Friar lane, Leicester
 BARBER, WALTER DOUGLAS, Birmingham, Sack Manufacturer Nov 19 at 3 25, Colmore row, Birmingham
 BARNETT, GEORGE, Dunchurch, Warwickshire, Shoemaker Nov 17 at 10.40 17, Hertford st, Coventry
 BLAND, JOHN, Darlington, Asphalter Nov 20 at 11.30 Off Rec, 8, Albert rd, Middlesbrough
 BONNY, ALFRED, Camberwell rd, Camberwell, Butcher Nov 16 at 12 33, Carey st, Lincoln's Inn
 BROOK, LAW, Huddersfield, General Dealer Nov 17 at 11 Haigh & Son, Solers, New st, Huddersfield
 COALES, JOHN, Wellingborough, Saddler Nov 17 at 2 County Court, Northampton
 DYSON, GEORGE, Brierley Wood, nr Huddersfield, Painter Nov 16 at 11 Haigh & Son, Solers, New st, Huddersfield
 EBERY, JAMES KELSEY, Nuneaton, Warwickshire, Ribbon Manufacturer Nov 17 at 10 17, Hertford st, Coventry
 ELLIS, EDMOND, Leeds, Provision Merchant Nov 22 at 11 Off Rec, 22, Park row, Leeds
 EVANS, DAVID, Llanillyni, Carmarvonshire, Painter Nov 16 at 2.30 Bankruptcy Office, Crypt chmbrs, Chester
 FOULKES, GRIFFITH, Llanddiniolen, Carmarvonshire, Farmer Nov 19 at 1 Royal Hotel, Carmarvon
 FREEMAN, SMITH, Thirsk, Yorks, Labourer Nov 20 at 11.15 Off Rec, 8, Albert rd, Middlesbrough
 FREEMANTLE, HENRY, Meonstoke, Hants, Brickmaker Nov 21 at 11 Off Rec, 4, East st, Southampton
 GOOD, FREDERIC WILLIAM, West Bridgford, Notts, Lace Manufacturer Nov 17 at 11 Off Rec, 1, High pavement, Nottingham
 HAESE, HENRY, Bristol, Basket Manufacturer Nov 16 at 1 Off Rec, Bank chmbrs, Bristol
 HIGGINS, JOHN, Martlett ct, Bow st, Fruit Dealer Nov 16 at 12 Bankruptcy bldgs, Lincoln's Inn
 HOBHOUSE, DAVID, Sheffield, Boot Dealer Nov 20 at 2 Off Rec, Figtree lane, Sheffield
 JONES, ERNEST, Porchester rd, Bayswater, Builder Nov 16 at 11 Bankruptcy bldgs, Lincoln's Inn
 LAMB, ROBERT NICHOLAS, Leeds, Butcher Nov 19 at 11 Off Rec, 22, Park row, Leeds
 LARKMAN, HENRY, jun, Thorpe St Andrew, Norfolk, Builder Nov 17 at 12 Off Rec, 5, King st, Norwich
 LATHAM, TOM, Leeds, Builders' Merchant Nov 19 at 12 Off Rec, 22, Park row, Leeds
 LEWIS, DAVID, Llandysul, Cardiganshire, Carpenter Nov 17 at 2.15 Off Rec, 11, Quay st, Carmarthen
 NEAL, GEORGE PERCIVAL, Belgrave, Leicestershire, Potato Merchant Nov 21 at 3 Off Rec, 28, Friar lane, Leicester
 NORTH, SAM, Quenniborough, Leicestershire, Butcher Nov 16 at 12.30 Off Rec, 28, Friar lane, Leicester
 PARRELL, WALTER G., Beckenham Nov 16 at 3 109, Victoria st, Westminster
 PORTS, WILLIAM JOHN, Sunderland, Clothier Nov 16 at 2.30 Off Rec, 22, Park row, Leeds
 PREERE, CHARLES, Hereford, Grocer Nov 23 at 10 2, Off st, Hereford
 REEVES, THOMAS, Birmingham, Coachbuilder Nov 21 at 3 25, Colmore row, Birmingham
 RICHARDSON, APPLETON, Stockton on Tees, out of business Nov 20 at 11 Off Rec, 8, Albert rd, Middlesbrough
 SAMBROOK, WILLIAM EDWARD, Burslem, House Painter Nov 21 at 12 Off Rec, Newcastle under Lyme
 SCHOFIELD, WILLIAM SMITH, Farnworth, Lancashire, Flock Manufacturer Nov 19 at 3 16, Wood st, Bolton
 STACEY, ELIZA WILLMOTT, Liverpool, Eating House Keeper Nov 21 at 2 Off Rec, 33, Victoria st, Liverpool
 STEARN, HENRY, Leicester, Tailor Nov 21 at 12.30 Off Rec, 28, Friar lane, Leicester
 SWAFFER, HORACE HENRY, Newington next Sittingbourne, Wheelwright Nov 21 at 11.30 Off Rec, High st, Rochester
 TODD, JAMES ALFRED, Chesterton, Staffs, Surveyor Nov 21 at 11 Off Rec, Newcastle under Lyme
 TUCKER, ELISHA FREDERICK, Deddington, Oxfordshire, Grocer Nov 23 at 11.30 1, St Aldates, Oxford
 WAKEFIELD, WILLIAM, Bourn, Cambs, Bricklayer Nov 20 at 12 Off Rec, 5, Petty Cury, Cambridge
 WALKER, RICHARD, Rothley, Leicestershire, Farmer Nov 20 at 12.30 Off Rec, 28, Friar lane, Leicester
 WARBURTON, GEORGE, JOHN HARDMAN, and RICHARD WARBURTON, Blackburn, Cotton Manufacturers Nov 16 at 3 County Court, Blackburn
 WILDGOOSE, JOHN, Matlock, Bath, Cab Proprietor Nov 17 at 11 Devonshire Hotel, Matlock, Bath
 WOOD, WALTER, Brook st, Hanover sq, Florist Nov 16 at 12 33, Carey st, Lincoln's Inn
 WRIGHT, GEORGE, York, Dealer in German Yeast Nov 20 at 12 Off Rec, York

ADJUDICATIONS.

ADCOCK, JOHN, Radford, Nottingham, Jacquard Card Puncher Nottingham Pet Nov 6 Ord Nov 7
 BALDWIN, WILLIAM EDMUND, Leeds, out of business Leeds Pet Nov 1 Ord Nov 5
 BAMFORD, SAMUEL, Ripley, Greengrocer Derby Pet Nov 6 Ord Nov 6
 BARBER, ELIZA ASHBY, New Humberstone, Leicestershire, Casemaker Leicester Pet Nov 5 Ord Nov 6
 BATT, FREDERICK JAMES, St Albans, no occupation St Albans Pet Oct 20 Ord Nov 1
 BRADBURY, DAVID ADDISON, Huddersfield, Surgeon Huddersfield Pet Oct 8 Ord Nov 6
 BROCK, GEORGE EDWARD, Sprowston, Norfolk, Solicitor Norwich Pet Oct 31 Ord Nov 5
 BROOK, LAW, Huddersfield, General Dealer Huddersfield Pet Nov 3 Ord Nov 6
 BROOKS, THOMAS, Bentham rd, South Hackney, Yeast Merchant High Court Pet Nov 6 Ord Nov 6
 BUTTERWORTH, JOSEPH, Heywood, Lancashire, Late Beerseller Bolton Pet Oct 31 Ord Nov 3
 CALLINGTON, GEORGE HERBERT, Barwell, Leicestershire, Boot Manufacturer Leicester Pet Oct 24 Ord Nov 2
 CARRIEE, HENRY, GEORGE CARRIEE, and ENOCH CARRIEE, Ilkeston, Lace Manufacturers Derby Pet Oct 19 Ord Nov 7
 DUFFY, WILLIAM, Birmingham, Jeweller Birmingham Pet Sept 27 Ord Nov 6
 EBERY, JAMES KELSEY, Nuneaton, Ribbon Manufacturer Coventry Pet Oct 27 Ord Nov 7
 ELLIS, EDMOND, Leeds, Provision Merchant Leeds Pet Oct 18 Ord Nov 7
 FOULKES, GRIFFITH, Llanddiniolen, Carmarvonshire, Farmer Bangor Pet Nov 2 Ord Nov 3
 GREERING, WILLIAM SYDNEY, and JOSEPH MANAGHAN, Canterbury, Wheelwrights Canterbury Pet Oct 11 Ord Nov 7
 GOOD, FREDERICK WILLIAM, West Bridgford, Nottinghamshire, Lace Manufacturer Nottingham Pet Nov 3 Ord Nov 3
 HALLAM, JOHN, Leicester, Engineer Leicester Pet Oct 26 Ord Nov 2
 HAMAR, JOHN HENRY, Smethwick, Staffordshire, Boot Dealer Oldbury Pet Oct 16 Ord Nov 6
 HENDERSON, EDWARD PERCY, Whitwick, Leicestershire, Draper Leicester Pet Sept 27 Ord Oct 26
 HUDSPITH, HENRY, Newcastle on Tyne, out of business Newcastle on Tyne Pet Nov 7 Ord Nov 7
 JORDAN, FREDERICK POYNER, Newport, Mon, Tailor Newport, Mon Pet Nov 7 Ord Nov 7
 KENNETT, WILLIAM, Junction rd, Croydon, Plumber Croydon Pet Oct 26 Ord Nov 5
 KNAPMAN, JAMES, Tyer st, Lambeth, Wheelwright High Court Pet Nov 5 Ord Nov 7
 LITTLE, GEORGE, Kingston on Thames, Travelling Draper Kingston, Surrey Pet Nov 2 Ord Nov 6
 MILLER, BENJAMIN HARRY, Wimborne Minster, Dorsetshire, Innkeeper Poole Pet Oct 17 Ord Nov 5
 MOORE, ROBERT, Birmingham, out of business Birmingham Pet Oct 30 Ord Nov 5
 MORGAN, JOHN, Llandovery, Carmarthen, Licensed Victualler Carmarthen Pet Nov 6 Ord Nov 6
 NICHOL, JOHN, South Shields, Plumber Newcastle on Tyne Pet Nov 1 Ord Nov 5
 OAKLEY, RICHARD, High Holborn, Engineer High Court Pet Aug 31 Ord Nov 5
 OGDEN, ROBERTS, Bradford, Wool Dealer Bradford Pet Oct 4 Ord Nov 5
 PEARCE, ROBERT, New Clec, Fisherman Great Grimsby Pet Nov 6 Ord Nov 6
 POTTS, WILLIAM JOHN, Sunderland, Clothier Sunderland Pet Oct 29 Ord Nov 2
 PREECE, CHARLES, Hereford, Grocer Hereford Pet Oct 13 Ord Nov 3
 ROBERTS, JOHN, Patricroft, Lancashire, Builder Salford Pet June 29 Ord Nov 6
 SAMBROOK, WILLIAM EDWARD, Burslem, House Painter Hanley, Burslem, and Tunstall Pet Nov 5 Ord Nov 5
 SCHOFIELD, WILLIAM SMITH, Farnworth, Lancashire, Flock Manufacturer Bolton Pet Nov 3 Ord Nov 6
 SOUDDER, ARTHUR JOHN, Bournemouth, Bookseller Poole Pet Oct 17 Ord Nov 5
 THOMAS, WILLIAM LOUIS, Green st, Bethnal gn, Draper High Court Pet Oct 18 Ord Nov 6
 TUCKER, DANIEL POPHAM, Wolverhampton, out of occupation Wolverhampton Pet Nov 1 Ord Nov 6
 WHITE, JOSEPH, Newent, Clerk in Holy Orders Gloucester Pet Oct 31 Ord Nov 5
 WILLIAMS, C. H., Cardiff, Ironmonger Cardiff Pet Oct 25 Ord Nov 7
 WRIGHT, SAMUEL, Ipswich, Hosier Ipswich Pet Oct 19 Ord Nov 1

London Gazette.—TUESDAY, Nov. 13.

RECEIVING ORDERS.

AKERMAN, THOMAS MARTIN, French's Farm, nr Andover, Farmer Salisbury Pet Nov 8 Ord Nov 8
 APPLEBY, WALTER, George yd, Aldermanbury, Traveller High Court Pet Nov 9 Ord Nov 9
 BARRATT, WILLIAM, Birmingham, Jet Ornament Manufacturer Birmingham Pet Oct 30 Ord Nov 9
 BASKCOMB, WILLIAM RICHARD, New Clec, Fisherman Gt Grimsby Pet Nov 8 Ord Nov 8
 BENNETT, JOSEPH, Stockport, Candlewick Spinner Stockport Pet Oct 29 Ord Nov 9
 BERRY, JAMES, Manchester, Nurseryman Salford Pet Nov 9 Ord Nov 9
 BLINMAN, SAMUEL, Dundry, Somerset, Farmer Bristol Pet Nov 9 Ord Nov 9
 BOWDEN, JOHN, Saddleworth, Yorks, Rolling Board Manufacturer Oldham Pet Nov 7 Ord Nov 7
 BOWEN, ALFRED, Radstock st, Battersea, Coachbuilder Kidderminster Pet Oct 18 Ord Nov 8
 BOWEN, RICHARD, Llangendeirne, Carmarthen, Licensed Victualler Carmarthen Pet Nov 7 Ord Nov 7
 BUTLER, THOMAS EDWARD, Darlaston, Builder Walsall Pet Nov 8 Ord Nov 8
 COOK, CHARLES ALBERT, Grove pk rd, Seven Sisters' rd, Tottenham, Builder Edmonton Pet Nov 8 Ord Nov 8
 CROOKES, BROCKLESBY, Woodhall Spa, Lincs, Joiner Lincoln Pet Nov 10 Ord Nov 10
 CUPPER, JOHN, Ombersley, Worcester, Labourer Worcester Pet Nov 10 Ord Nov 10
 DAVIES, THOMAS, Llangendeirne, Carmarthen, Farmer Carmarthen Pet Nov 7 Ord Nov 7
 DEAKIN, WILLIAM, Cannock, Grocer Walsall Pet Nov 8 Ord Nov 8
 DENNER, JAMES, Witheridge, Devon, Builder Barnstaple Pet Aug 14 Ord Nov 5

EVANS, CHARLES WATKYN DE LACY, Portland rd, Notting hill, Surgeon High Court Pet Nov 9 Ord Nov 9
 FRANKCOM, EDWARD JAMES, and JOHN WILLIAM HICKMAN, Holloway rd, Timber Merchants High Court Pet Nov 7 Ord Nov 7
 GRAKE, WILLIAM RICHARD, Gt Yarmouth, no occupation Gt Yarmouth Pet Nov 9 Ord Nov 9
 GUBBS, JAMES BAKER, Madron, Cornwall, Licensed Victualler Truro Pet Nov 10 Ord Nov 10
 HODGES, JOSEPH, Kidderminster, Bootmaker Kidderminster Pet Nov 6 Ord Nov 6
 HUMPHREYS, MATTHEW HENRY, Pateley Bridge, Yorks, Chemist Northallerton Pet Nov 8 Ord Nov 8
 KNIGHT, W H N, Lee, Kent, Engineer Greenwich Pet Oct 4 Ord Nov 6
 LEON BROTHERS & Co, Union court, Old Broad st, Merchants High Court Pet Oct 15 Ord Nov 9
 MARSH, CHARLES ALBERT, Hungerford, Berks, Schoolmaster Newbury Pet Oct 26 Ord Nov 8
 MATHIAS, JOHN TURNER, Cardigan, Boot Dealer Carmarthen Pet Nov 9 Ord Nov 9
 MOORE, MARTHA, Leamington, Milliner Warwick Pet Nov 9 Ord Nov 9
 MOORE, WILLIAM, Weelsby, Lincs, Fisherman Gt Grimsby Pet Nov 8 Ord Nov 8
 MORGAN, GEORGE JOSEPH, Canterbury rd, Kilburn, Boot Dealer High Court Pet Nov 9 Ord Nov 9
 MORGAN, MORGAN, Blackwood, Mon, Haulier Tredegar Pet Nov 10 Ord Nov 10
 MOSS, JOHN CHARLES, Leeds, Brushmaker Leeds Pet Nov 9 Ord Nov 9
 MURROW, HARRY, Glastonbury, Somersetshire, Saddler Wells Pet Nov 8 Ord Nov 8
 NORTHEY, GEORGE EDWARD, Box, Wilts, Gent Bath Pet Nov 10 Ord Nov 10
 OLIVER, E, Tamworth, Widow Birmingham Pet July 28 Ord Nov 8
 PILGRIM, ABEL, Plaistow, Builder High Court Pet Oct 10 Ord Nov 9
 RAINES, WILLIAM DAVIDSON, Luton, Straw Hat Manufacturer Luton Pet Nov 9 Ord Nov 9
 ROLLINSON, FRED, Bramley, Yorks, Watch Cleaner Leeds Pet Nov 10 Ord Nov 10
 ROSE, WILLIAM, Luton, Dairyman Luton Pet Nov 9 Ord Nov 9
 SPIEGEL, FELIX, Bradford, Woollen Merchant Bradford Pet Nov 9 Ord Nov 9
 TAYLOR, RICHARD, Kingston on Hull, Clerk Kingston on Hull Pet Nov 9 Ord Nov 9
 TAYLOR, LUKE, Whitehaven, Grocer Whitehaven Pet Nov 8 Ord Nov 8
 TOMLINSON, BENJAMIN, Leicester, Commission Agent Leicester Pet Nov 10 Ord Nov 10
 TURNER, WILLIAM EDWARD BENNETT, Cheltenham terr, Chelsea, no occupation High Court Pet Nov 10 Ord Nov 10
 VINES, JOHN CHARLES, Odiham, Hants, Auctioneer Winchester Pet Nov 10 Ord Nov 10
 WARDEN, JOHN, Stoneleigh, Warwickshire, Farmer Coventry Pet Oct 25 Ord Nov 8
 WHITE, JOHN, Cosheston, Pembroke, Farmer Pembroke Dock Pet Nov 8 Ord Nov 8
 WILLIAMS, EVAN, Rye lane, Peckham, Draper High Court Pet Nov 8 Ord Nov 9
 WILLIAMS, JOHN LOWTHER, Bristol, Commercial Traveller Bristol Pet Nov 9 Ord Nov 9
 WRIGHT, LESTER, Anerley Park, Anerley, Draper Croydon Pet Oct 8 Ord Nov 7
 WYCHE, WILLIAM, Crowland, Lincolnshire, Farmer Peterborough Pet Oct 31 Ord Nov 10
 YOUNG, CHARLES, Nottingham, out of business Nottingham Pet Nov 9 Ord Nov 9

The following amended notice is substituted for that published in the London Gazette of Nov. 9.
 BROCK, GEORGE EDWARD, Sprowston, Norfolk, Solicitor Norwich Pet Oct 31 Ord Oct 31
 The following amended notice is substituted for that published in the London Gazette of Nov. 9.
 WARRENHAM, JOHN TAYLOR, and RICHARD SECKER, Newport, Non, Drapers Newport, Mon Pet Oct 30 Ord Nov 5

FIRST MEETINGS.

ADCOCK, JOHN, Nottingham, Jacquard Card Puncher Nov 20 at 11 Off Rec, 1, High pavement, Nottingham
 AKERMAN, THOMAS MARTIN, Andover, Farmer Nov 23 at 3 Star Hotel, Andover
 ALEXANDER, WILLIAM WILSON, Martin's lane, Machinery Merchant Nov 20 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn
 BAKER, THOMAS, Southampton, Farmer Nov 21 at 11 Off Rec, 4, East st, Southampton
 BALDWIN, WILLIAM EDMUND, Leeds, out of business Nov 22 at 12 Off Rec, 22, Park row, Leeds
 BLEASDALE, BENJAMIN, Gt Harwood, Lancashire, Butcher Nov 21 at 2 County Court, Blackburn
 BOWDEN, JOHN, Saddleworth, Yorks, Rolling Board Manufacturer Nov 21 at 3 Off Rec, Priory chambers, Union st, Oldham
 BOWEN, RICHARD, Llangendeirne, Carmarthenshire, Licensed Victualler Nov 21 at 11 Off Rec, 11, Quay st, Carmarthen
 BROCK, GEORGE EDWARD, Sprowston, Norfolk, Solicitor Nov 21 at 10.30 Off Rec, 8, King st, Norwich
 BURROWS, WILLIAM, Charlton cres, High st, Islington, Lamp Manufacturer Nov 20 at 11 33, Carey st, Lincoln's inn
 CLARKE, SAMUEL, High st, Godalming, Glass Merchant Nov 21 at 11.30 16 Room, 30 and 31, St Swithin's lane
 COOPER, WILLIAM JOHN, Manchester terr, Kilburn, Butcher Nov 20 at 12 33, Carey st, Lincoln's inn
 DAVIES, THOMAS, Llangendeirne, Carmarthenshire, Farmer Nov 21 at 11.15 Off Rec, 11, Quay st, Carmarthen
 DAWSON, SAMPSON, Bloxwich, Staffordshire, Grocer Nov 26 at 11.15 Off Rec, Walsall
 DEAKIN, WILLIAM, Cannock, Grocer Nov 26 at 11.30 Off Rec, Walsall
 DEAKIN, WILLIAM OSWALD, Longton, Staffordshire, Earthenware Manufacturer Nov 20 at 3.15 North Stafford Hotel, Stoke upon Trent
 DICKINSON, SARAH, Sheffield, Confectioner Nov 21 at 1.30 Off Rec, Figtree lane, Sheffield
 EVANS, DAVID, Cardiff, Tea Dealer Nov 22 at 12 Off Rec, 29, Queen st, Cardiff
 FLOWER, HENRY SHAW, Rainhill, Lancs, Caretaker Liverpool Pet Nov 6 Ord Nov 9
 FRANKLIN, FREDERICK, Liverpool, Grocer Liverpool Pet Oct 19 Ord Nov 10
 FREEMAN, JAMES, Hertford rd, Kingsland, Furrier High Court Pet Aug 15 Ord Nov 9
 GRAKE, WILLIAM RICHARD, Gt Yarmouth, no occupation Gt Yarmouth Pet Nov 9 Ord Nov 9
 GLENIE, GEORGE RICHARD, Strand, Confectioner High Court Pet July 11 Ord Nov 9
 GOTT, EMMOTT, and JAMES GOTT, Bradford, Worsted Spinners Bradford Pet Nov 3 Ord Nov 3
 GUBBS, JAMES BAKER, Madron, Cornwall, Licensed Victualler Truro Pet Nov 10 Ord Nov 10
 HALLAM, GEORGE, and THOMAS BLAIS, Longton, Staffordshire, China Manufacturer Stoke upon Trent Pet Aug 29 Ord Oct 3
 HODGES, JOSEPH, Kidderminster, Boot Manufacturer Kidderminster Pet Nov 6 Ord Nov 6
 HUMPHREYS, MATTHEW HENRY, Pateley Bridge, Yorks, Chemist Northallerton Pet Nov 6 Ord Nov 6
 JONES, ELLEN, Fwlheli, Carnarvonshire, Licensed Victualler Portmadoc and Blaenau Ffestiog Pet Oct 31 Ord Nov 9
 LITTLE, THOMAS, Kingston upon Hull, Fish Curer Kingston upon Hull Pet Oct 25 Ord Nov 9
 MACGREGOR, JOHN, Manchester, Spirit Merchant Manchester Pet Oct 12 Ord Nov 8
 MAEWICK, JESSIE H., Summerley st, Earlsfield, Licensed Victualler Greenwich Pet Sept 7 Ord Nov 6
 MITCHISON, ROBERT, Spennymoor, Durham, Chemist Durham Pet Oct 27 Ord Nov 10
 MOORE, WILLIAM, Weelsby, Lincs, Fisherman Gt Grimsby Pet Nov 8 Ord Nov 8
 MORGAN, MORGAN, Blackwood, Mon, Haulier Tredegar Pet Nov 9 Ord Nov 10
 MOSS, JOHN CHARLES, Leeds, Journeyman Brushmaker Leeds Pet Nov 9 Ord Nov 9
 NESBIT, THOMAS OSWALD, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Nov 3 Ord Nov 3
 NORTHEY, GEORGE EDWARD, Box, Wilts, Gent Bath Pet Nov 10 Ord Nov 10
 RAINES, WILLIAM DAVIDSON, Luton, Straw Hat Manufacturer Luton Pet Nov 9 Ord Nov 9
 ROBINSON, ROBERT HODGSON, West Hartlepool, Engineer Sunderland Pet Nov 7 Ord Nov 7
 ROLLINSON, FRED, Bramley, Yorks, Watch Cleaner Leeds Pet Nov 10 Ord Nov 10
 ROSE, WILLIAM, Luton, Dairyman Luton Pet Nov 9 Ord Nov 9

HUMPHREYS, MATTHEW HENRY, Pateley Bridge, Yorks, Chemist Nov 22 at 12 Station Hotel, York
 JONES, EDWARD L., Colchester st, Whitechapel rd, Coach Builder Nov 22 at 11 33, Carey st, Lincoln's inn
 LEWTHWAITE, JOHN, Dean, Cumberland, Farmer Nov 21 at 3 67, Duke t, Whitehaven
 LOVE, GEORGE JOHN, Tunbridge Wells, Builder Nov 20 at 3.30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
 MANLEY, HENRY, Grosvenor rd, Aldershot, Coal Merchant Nov 21 at 12.30 16 Room, 30 and 31, St Swithin's lane
 MITCHISON, ROBERT, Spennymoor, Durham, Chemist Nov 21 at 5 Three Tuns Hotel, Durham
 MORGAN, JOHN, Llandoverly, Carmarthen, Licensed Victualler Nov 21 at 2.15 Off Rec, 11, Quay st, Carmarthen
 NEAL, ROBERT ARTHUR AUGUSTUS, West Hartlepool, Grocer's Assistant Nov 20 at 12.15 Off Rec, 8, Albert rd, Middlesbrough
 RAINES, WILLIAM DAVIDSON, Luton, Straw Hat Manufacturer Nov 20 at 3 Off Rec, Part st, West, Luton
 ROBINSON, ROBERT HODGSON, West Hartlepool, Engineer Nov 22 at 5 Law Society, John st, Sunderland
 ROSE, WILLIAM, Luton, Dairyman Nov 20 at 4 Off Rec, Park st, West, Luton
 SCAIFE, WILLIAM, Sheffield, Plumber Nov 21 at 1 Off Rec, Figtree lane, Sheffield
 SMELT, CHRISTOPHER, Yarm on Fees, Yorks, Refreshment house Keeper Nov 20 at 12 Off Rec, 8, Albert rd, Middlesbrough
 SMITH, JANE, Devonshire st, Marylebone, Glass Dealer Nov 22 at 12 33, Carey st, Lincoln's inn
 STEANE, WILLIAM, Coventry, Farmer Nov 21 at 10.30 Off Rec, 17, Hertford st, Coventry
 STEER, WILLIAM, Cardiff, Bootmaker Nov 22 at 11 Off Rec, 29, Queen st, Cardiff
 THOMAS, GEORGE FREDERICK, Cardiff, Grocer Nov 22 at 3 Off Rec, 29, Queen st, Cardiff
 TEANTER, WILLIAM, Cwmoy Lower, nr Abergavenny, Farmer Nov 22 at 11.30 Angel Hotel, Abergavenny
 WARDEN, JOHN, Stoneleigh, Warwickshire, Grocer Nov 21 at 11 Off Rec, 17, Hertford st, Coventry
 WARRENHAM, JOHN TAYLOR, and RICHARD SECKER, Newport, Drapers Nov 22 at 12 Bankruptcy bldgs, Lincoln's inn
 WHITE, GEORGE, Grove newa, Notting Hill sq, Cab Driver Nov 21 at 11 33, Carey st, Lincoln's inn
 The following amended notice is substituted for that published in the London Gazette of Nov. 9.
 HOLHEOUSE, DAVID, Sheffield, Boot Dealer Nov 20 at 2 Off Rec, Figtree lane, Sheffield

ADJUDICATIONS.

AKERMAN, THOMAS MARTIN, French's Farm, nr Andover, Farmer Salisbury Pet Nov 8 Ord Nov 8
 BASECOMB, WILLIAM RICHARD, New Olee, Fisherman Great Grimsby Pet Nov 8 Ord Nov 8
 BATES, PETER, Kingston upon Hull, Fishing Smack Owner Kingston upon Hull Pet Nov 3 Ord Nov 9
 BERRY, JAMES, Manchester, Nurseryman Salford Pet Nov 9 Ord Nov 9
 BOSS, ISAAC, Commercial rd East, Fancy Goods Importer High Court Pet Oct 2 Ord Nov 8
 BUETON, WILLIAM COLLARD, West pl, Putney, Builder Wandsworth Pet Nov 2 Ord Nov 6
 BUTLER, THOMAS EDWARD, Darlaston, Builder Walsall Pet Nov 8 Ord Nov 8
 CHRISTMAS, WALTER, Stedham, Sussex, Licensed Victualler Brighton Pet Oct 23 Ord Nov 9
 COOK, CHARLES ALBERT, Grove Park rd, Tottenham, Builder Edmonton Pet Nov 8 Ord Nov 8
 CROOKES, BROCKLEBY, Woodhall Spa, Lincolnshire, Joiner Lincoln Pet Nov 10 Ord Nov 10
 CUPPRE, JOHN, Ombersley, Worcestershire, Labourer Worcester Pet Nov 10 Ord Nov 10
 DAVIS, CHARLES FREDERICK, and CARL EMIL HOLTERMANN BERGENDAL, Newcastle on Tyne, Shipbrokers Newcastle on Tyne Pet Nov 2 Ord Nov 8
 DAWSON, SAMPSON, Bloxwich, Grocer Walsall Pet Nov 5 Ord Nov 9
 DEAKIN, WILLIAM, Cannock, Grocer Walsall Pet Nov 8 Ord Nov 8
 DYSON, GEORGE, Huddersfield, Painter Huddersfield Pet Nov 3 Ord Nov 8
 EVANS, CHARLES WATKYN DE LACY, Portland rd, Notting hill, Surgeon High Court Pet Nov 9 Ord Nov 9
 FLOWER, HENRY SHAW, Rainhill, Lancs, Caretaker Liverpool Pet Nov 6 Ord Nov 9
 FRANKLIN, FREDERICK, Liverpool, Grocer Liverpool Pet Oct 19 Ord Nov 10
 FREEMAN, JAMES, Hertford rd, Kingsland, Furrier High Court Pet Aug 15 Ord Nov 9
 GRAKE, WILLIAM RICHARD, Gt Yarmouth, no occupation Gt Yarmouth Pet Nov 9 Ord Nov 9
 GLENIE, GEORGE RICHARD, Strand, Confectioner High Court Pet July 11 Ord Nov 9
 GOTT, EMMOTT, and JAMES GOTT, Bradford, Worsted Spinners Bradford Pet Nov 3 Ord Nov 3
 GUBBS, JAMES BAKER, Madron, Cornwall, Licensed Victualler Truro Pet Nov 10 Ord Nov 10
 HALLAM, GEORGE, and THOMAS BLAIS, Longton, Staffordshire, China Manufacturer Stoke upon Trent Pet Aug 29 Ord Oct 3
 HODGES, JOSEPH, Kidderminster, Boot Manufacturer Kidderminster Pet Nov 6 Ord Nov 6
 HUMPHREYS, MATTHEW HENRY, Pateley Bridge, Yorks, Chemist Northallerton Pet Nov 6 Ord Nov 6
 JONES, ELLEN, Fwlheli, Carnarvonshire, Licensed Victualler Portmadoc and Blaenau Ffestiog Pet Oct 31 Ord Nov 9
 LITTLE, THOMAS, Kingston upon Hull, Fish Curer Kingston upon Hull Pet Oct 25 Ord Nov 9
 MACGREGOR, JOHN, Manchester, Spirit Merchant Manchester Pet Oct 12 Ord Nov 8
 MAEWICK, JESSIE H., Summerley st, Earlsfield, Licensed Victualler Greenwich Pet Sept 7 Ord Nov 6
 MITCHISON, ROBERT, Spennymoor, Durham, Chemist Durham Pet Oct 27 Ord Nov 10
 MOORE, WILLIAM, Weelsby, Lincs, Fisherman Gt Grimsby Pet Nov 8 Ord Nov 8
 MORGAN, MORGAN, Blackwood, Mon, Haulier Tredegar Pet Nov 9 Ord Nov 10
 MOSS, JOHN CHARLES, Leeds, Journeyman Brushmaker Leeds Pet Nov 9 Ord Nov 9
 NESBIT, THOMAS OSWALD, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Nov 3 Ord Nov 3
 NORTHEY, GEORGE EDWARD, Box, Wilts, Gent Bath Pet Nov 10 Ord Nov 10
 RAINES, WILLIAM DAVIDSON, Luton, Straw Hat Manufacturer Luton Pet Nov 9 Ord Nov 9
 ROBINSON, ROBERT HODGSON, West Hartlepool, Engineer Sunderland Pet Nov 7 Ord Nov 7
 ROLLINSON, FRED, Bramley, Yorks, Watch Cleaner Leeds Pet Nov 10 Ord Nov 10
 ROSE, WILLIAM, Luton, Dairyman Luton Pet Nov 9 Ord Nov 9

SMITH, JANE, Devonshire st, Marylebone, Glass Dealer High Court Pet Oct 25
Ord Nov 9
STANBROUGH GILBERT ACHESON, Waldegrave Park, Twickenham, Gent Brent-
ford Pet Nov 6 Ord Nov 8
TAYLOR, LUKE, Whitehaven, Grocer Whitehaven Pet Nov 8 Ord Nov 9
TESTER, T. W., Gordon rd, Peckham, Builder High Court Pet Sept 17 Ord
Nov 8
THOMAS, T. J., Penarth, Builder Cardiff Pet Oct 18 Ord Nov 10
TOMLINSON, BENJAMIN, Leicester, Commission Agent Leicester Pet Nov 9
Ord Nov 10
WILLIAMS, JOHN LOWTHER, Bristol, Commercial Traveller Bristol Pet Nov 9
Ord Nov 9
WRIGHT, GEORGE, York, Dealer in German Yeast York Pet Nov 6 Ord Nov 8

The following amended notice is substituted for that published in
the London Gazette, Nov. 2.
BONNER, WALTER EDWARD, Salford, Commission Agent, Manchester Pet Oct
29 Ord Oct 29

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